

MEMORANDUM OF UNDERSTANDING

between

**CITY OF ALAMEDA HEALTH CARE
DISTRICT,**

dba ALAMEDA HOSPITAL

and



CALIFORNIA NURSES ASSOCIATION

July 1, 2012 – December 31, 2015

California Nurses Association

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THIS MEMORANDUM OF UNDERSTANDING, made and entered into as of the twenty-eighth day of January 2014, by and between CITY OF ALAMEDA HEALTH CARE DISTRICT, dba ALAMEDA HOSPITAL, hereinafter referred to as the "Hospital" and the CALIFORNIA NURSES ASSOCIATION, representative of the Registered Nurses, hereinafter referred to as the "Association."

ARTICLE 1
RECOGNITION

The Hospital hereby recognizes the Association as the sole agent representing the Nurses covered by the Memorandum of Understanding for the purpose of collective bargaining.

ARTICLE 2
COVERAGE

The Nurses covered by this Memorandum of Understanding are all graduate, Registered Nurses employed by the Hospital performing nursing services, as hereinafter listed, and excluding only Supervisors, Nurse Managers, administrative or executive personnel having authority to hire discipline, discharge or determine personnel policies.

ARTICLE 3
ASSOCIATION SECURITY PREAMBLE

The parties hereto recognize that the basic function of the Hospital is to provide care for the sick, and that it is the basic purpose of the Association to advance the standards of nursing practice to the end that better nursing care may be achieved.

The Hospital recognizes that the Association has responsibility for and contributes to fostering high standards of nursing practice, and that through membership in the Association, the professional nursing staff in the Hospital will be improved.

A. Required Membership

All Nurses covered by this Memorandum of Understanding shall become the members of the Association within thirty-one (31) days after employment and shall continue membership in good standing during the life of the Memorandum of Understanding.

B. New Employee Notices

At the time of employment, a copy of this Memorandum of Understanding shall be given by the Hospital to each Nurse and specific attention shall be called to the obligation of this provision. The Hospital shall also give to each Nurse at the time of employment, the current Association form authorizing voluntary payroll deduction of monthly dues.

Within thirty (30) days after the execution of this Memorandum of Understanding, the Hospital will provide the Association with a master list of all employed Nurses who are subject to the provisions of the Memorandum of Understanding giving the names, address, classification, social security numbers and dates of employment.

On or before the tenth (10th) of each month subsequent to the establishment of the master list, the Hospital will forward to the Association the names, addresses, classification and social security numbers and the dates of employment of new Nurses and the names of Nurses who have resigned or who have been terminated.

C. Maintenance of Membership

Upon notice from the Association, and after counseling by the Association and Hospital representatives, a Nurse who fails to meet required membership shall be given fourteen (14) days notice of terminations or shall be allowed to resign with proper notice to the Hospital.

D. Payroll Deduction of Association Dues

1. Written Assignment

During the term of this Memorandum of Understanding, the Hospital will honor written assignments of salary to the Association for the payment of Association membership dues when such assignments are submitted in a form agreed to by the Hospital and the Association.

2. Remitting Dues

The Hospital will promptly remit the membership dues deducted pursuant to such assignments with a written statement of the names of the employees for whom deductions were made. Normally, the deductions will be made on the first pay period of each month for the then current membership dues. However, the Association and the Hospital may make other arrangements by mutual consent.

E. Indemnification

The Association will hold harmless the Hospital against any claim, which may be made by any person by reason of the deduction of Association membership dues, including the cost of defending against any such claim.

The Association will have no monetary claim against the Hospital by reason of failure to perform under this Section.

F. No Discrimination

There shall be no discrimination by the Hospital against any Nurse on account of membership in or activity on behalf of the Association. Such Association activity shall not interfere with any Nurse's regular work.

Neither the Hospital nor the Association shall discriminate for or against any Nurse or applicant for employment on account of race, sex, age, creed, color, national origin, physical

disability, sexual orientation, gender identity, political affiliation or any other protected classification included by law.

The Hospital and the Association shall comply with any applicable federal, state or local laws pertaining to sexual preference. In the absence of such laws, it is not the intention of the Hospital to discriminate in employment against any Nurse by reason of sexual preference.

G. Voluntary Political Education and Action Fund

The Employer agrees to administer a voluntary check-off of employee contributions to the Union's political education and action fund. The program shall include the following provisions:

1. Contributions to the political education and action fund are voluntary for employees.
2. The Union is responsible for obtaining check-off authorization from each employee who wishes to have a voluntary payroll deduction.
3. The Union will reimburse the employer for the costs of administering the payroll deduction.

ARTICLE 4
PERSONNEL CATEGORIES

A. Definitions

1. Regular Full-Time
A Nurse who is regularly employed to work a predetermined work schedule of forty (40) or more hours per week.
2. Regular Part Time Nurse
A Nurse who is regularly employed to work a predetermined schedule of at least twenty (20) but less than forty (40) hours per week.
3. Short-Hour Nurse
A Nurse who is regularly scheduled to work on a predetermined schedule of less than twenty (20) hours per week.
4. Per Diem Nurse
Nurses who work intermittently are defined as Per Diem and shall schedule themselves for (or work) at least three (3) shifts during a four (4) week schedule. For departments requiring weekend work, this will include one (1) weekend (equivalent to two [2] weekend shifts) during the four (4) week schedule.

All Per Diem nurses must work one of the three major holidays (New Year's, Thanksgiving, or Christmas).

Per Diem Nurses who do not provide availability in this Article for two (2) four (4) week schedule cycles in a twelve (12) month period or Per Diem Nurses who do not work their scheduled shifts two (2) times within a ninety (90) day period will be removed from the payroll. This release will be reflected as a voluntary resignation (unavailable for work).

5. Temporary Nurse

A Nurse who is hired as an interim replacement or for temporary work on a predetermined schedule for a period of three (3) calendar months; provided that such time may be extended by mutual agreement for the duration of the absence of a Nurse that the Temporary Nurse is replacing.

B. Short-Hour Nurses

A Short-Hour Nurse is:

1. A Nurse who is regularly scheduled to work on a predetermined work schedule of less than twenty (20) hours per week; or
2. A Nurse who is employed to work on an intermittent basis; or
3. A Nurse who is hired as an interim replacement or for temporary work in a predetermined schedule which does not extend beyond three (3) calendar month

C. Staff Nurse Categories

1. Staff Nurse I

A Nurse employed by the Hospital who has less than six (6) months of recent Hospital, clinic or similar nursing experience.

2. Staff Nurse II

A Nurse employed by the Hospital who has at least six (6) months of recent Hospital, clinic or similar nursing experience.

3. Staff Nurse III

See Appendix B of the Memorandum of Understanding for criteria for appointment to, and maintenance of, this position.

ARTICLE 5
COMPENSATION

A. Salaries (see page 11)

1. Advancement to Staff Nurse II

A Staff Nurse I shall receive the appropriate Staff Nurse I salary per month for the first six (6) months of employment and will move automatically to the first (1st) step for Staff Nurse II upon six (6) months employment. Upon completion of one (1) year of employment the Nurse will move to the second (2nd) step (or second year rate) for the Staff Nurse II and will thereafter continue to advance each year through the remaining annual steps.

2. Conversion Formula

The formula for converting hourly to monthly and daily compensation is:

- Hourly rate x 173.333 = monthly rate
- Hourly rate x 8 = daily rate

3. Part-Time: Regular Part-Time Nurses

Each regular part-time Nurse employed on a regular schedule of twenty (20) hours per week or more shall be paid the same rates of compensation as set forth for regular full-time Staff Nurses in the same ratio that the Nurse's regular schedule bears to a full-time schedule.

4. Short-Hour Nurses -- Daily Rates (as noted on wage grid, page 11)

B. Credit for Previous Experience

1. Tenure Credit

Newly employed Nurses shall receive one (1) year tenure credit for salary purposes only for each year of recent experience. Credit for previous experience shall be given with Hospital verification.

2. Automatic Credit

Newly employed Nurses shall receive tenure credit for previous nursing experience pursuant to Paragraph 1 above automatically where a Nurse has been previously employed by an accredited acute care Hospital with "accredited" defined to be accreditation by the Joint Commission. Credit for previous nursing experience shall also be given, with Hospital verification, where a Nurse has been previously employed by military or civilian Hospitals operated by the U.S. Government.

3. Previous Part-Time Experience

For the purpose of this Section, any previous part-time experience which has been on a regular predetermined basis of twenty (20) hours per week or more shall be considered as if it were full-time experience.

4. Other Experience

Tenure credit for previous employment which does not fully conform to the above definition of previous experience shall be discussed at the request of the Association.

C. Tenure Increases

1. Regular Nurses

Upon completion of each step, the Nurse shall receive the appropriate tenure increases. The Nurse shall receive Step 6 (after 3 years at Step 5), Step 7 (after two years at Step 6), and Step 8 (after 5 years at Step 7) and Step 9 after 5 years at Step 8.

2. Short-Hour Nurses

Short-Hour Nurses shall be eligible for progression to the next tenure step upon the accumulation of one thousand (1000) hours of work, provided (1) no Nurse shall advance more than one (1) tenure step during the twelve (12) month period commencing with the date of employment or the date of the Nurse's most recent tenure advancement, and (2) the accumulation of one thousand (1000) hours is accomplished in no more than three (3) years from the date of assignment to the Nurse's current tenure step. If a Nurse does not work at least one thousand (1000) hours in such three (3) year period, the Nurse will remain in the same tenure step and must commence a new accumulation of the one thousand (1000) hours toward tenure advancement.

- a. A Nurse classified as a Short-Hour Nurse on December 31, 1970, at the Hospital shall continue to advance in Short-Hour tenure steps on the anniversary dates without being subject to the one thousand (1000) hours work requirement set forth above so long as the Nurse continuous to work on a predetermined work schedule.
- b. A Nurse classified as a Per Diem Nurse on December 31, 1970, at the Hospital shall on January 1, 1971, be considered as a Short-Hour Nurse in the first year tenure step for Short-Hour Nurses under this Memorandum of Understanding with a January 1, 1971 anniversary date for tenure purposes. From January 1, 1971, to December 31, 1973, such a Nurse will be subject to the seven hundred (700) hours per year work requirement for advancement through the Short-Hour Nurse tenure steps on future anniversary dates. Effective January 1, 1974, such a Nurse shall be subject to the one thousand (1000) hours work requirement as set forth above for advancement through the Short-Hour Nurse tenure steps.

D. Differentials

1. Shift Differentials

For the life of the contract, Nurses assigned to evening shift work shall receive an additional 11.5% of the first year rate of the Staff Nurse II salary.

Effective July 1, 1992, Nurses assigned to night shift work shall receive an additional 20% of the first year rate of the Staff Nurse II salary.

2. Cross-Over Shift Differential

For regularly assigned shifts that cross-over from the day shift to the pm shift, the pm shift differential will be paid on all hours worked between 3:30 pm and 11:00 pm. For regularly assigned shifts that cross-over from the pm shift to the night shift, the night shift differential will be paid on all hours worked between 11:30 pm and 7:00 am.

This cross-over shift differential does not apply to Nurses working either half of a double shift or a full double shift on either a regular pm or night shift.

If the Hospital institutes regular cross-over shifts that cross-over from the night shift to the day shift (start time between 11:00 pm and 4:59 am) the Hospital agrees to meet and confer with C.N.A. regarding any applicability of shift differential.

Day shift nurses called in to work anytime from 11:00 pm through 4:59 am who then work onto the day shift will be eligible to receive the night shift differential for all hours worked on that contiguous shift (extending from the night shift onto the day shift).

3. Weekend Differential

Nurses working weekends shall receive a five percent (5%) differential for all hours worked.

For purposes of the five percent (5%) weekend differential only, for Nurses working an eight (8)-hour shift, weekend shifts are defined to start with the 11:00 P.M. Friday to 7:00 A.M. Saturday shift and end with the 11:00 P.M. Sunday to 7:00 A.M. Monday Shift.

E. Standby and Call-Back Pay

1. Standby

a. Conventional Standby

Nurses on standby shall be paid at the rate of one-half (1/2) the straight time rate when on standby.

b. Holiday Standby

Nurses on standby on a paid holiday will be paid at the rate of three-quarters (3/4) the straight time rate of such Nurse.

2. Call-Back

a. On Standby

If called to work when on standby, a Nurse shall be compensated at time and one-half (1-1/2) the straight time rate, in such cash or compensatory time off, for all time worked when on standby.

b. Not on Standby

A regular full-time Nurse called back on the Nurse's regularly scheduled days off under the provisions of this paragraph shall receive pay at the rate of time and one-half (1-1/2) for all hours worked when called back.

c. Guaranteed Pay

Nurses recalled to work in accordance with this section will be guaranteed two (2) hours work or payment in lieu thereof, except that a Nurse who is not on standby and who is called back within the Nurse's working day shall receive a guarantee of four (4) hours' work or payment in lieu thereof.

F. Relief Charge Nurse/Co-ordinator Compensation

RNs who agree with the Chief Nursing Officer (CNO) to assume charge nurse responsibilities shall receive additional compensation of twenty dollars (\$20.00) per shift. In the event no RNs voluntarily agree to assume charge nurse responsibilities, the CNO may assign the work to a qualified RN who will receive additional compensation of twenty dollars (\$20.00) per shift.

G. Waivers

The above provisions concerning weekends off, rest between shifts, and premium pay after seven (7) consecutive days of work may be waived on the written request of an individual Nurse with the agreement of the supervisor. Such requests for waivers shall be in writing, and the individual Nurse shall indicate the time period during which such waiver shall be in effect. The Hospital shall furnish a copy of such written waiver to the Nurse Representative designated by the Association for such purpose.

H. Mandatory Certification/Education

For all regular full-time and regular Part Time Nurses required to have ACLS or PALS certification, the Hospital will pay for the full costs of certification and recertification if the costs do not exceed the rates charged by Fast Response or, at the Hospital's option, provide for the certification/re-certification in-house at no cost to the Nurse.

For all regular full-time and regular Part Time Nurses required to have BCLS certification, the Hospital will provide for the certification/re-certification in-house, at no cost to the Nurse.

For all regular full-time and regular Part Time Nurses required to have BCLS and/or ACLS certification/re-certification, and the time spent in any other course or educational program

required by the Hospital, the Hospital will pay for the reasonable time spent in completing one session of such courses/programs.

Such pay will be training pay, and it will not count as hours worked toward the calculation of overtime or any other premium pay. The training pay will be at the Nurse's regular straight-time rate of pay, plus, if applicable, any PM or night shift differential. Nurses shall not be required to use Educational Leave for the aforementioned courses/programs. However, if a Nurse is required to repeat course/programs because he/she failed to pass a relevant examination, he/she must use Educational Leave, vacation time or unpaid time for the repeat courses/programs.

I. Payroll Errors and Paycheck Discrepancies

Register Nurses will report all payroll errors to their Nurse Managers immediately. Where timely notice is given, payroll errors involving underpayment of up to ten percent (10%) of earned gross pay will be corrected no later than the following payday. Payroll errors involving underpayment of more than 10% of earned gross pay will be corrected no later than four (4) payroll department business days after being reported.

J. Preceptor/Preceptee

New Graduate Nurses and Nurses in training programs or reentry programs will not be counted in the staffing complement while being precepted. The length of precepting shall be based on the Nurse's prior experience and/or training and determined by the Nurse Manager/designee. The Nurse Manager and Preceptor shall discuss appropriate patient assignments, including possible reductions, for the Preceptor/Preceptee team during the preceptor period. The Nurse Manager, Preceptor and Preceptee shall meet at least once during the precepting period to provide feedback to the Preceptee.

A Nurse Preceptor is a Nurse appointed and responsible for precepting another hospital employee. The preceptorship will be based on existing unit/program-based orientation/precepting packet, which shall include skills checklists and competencies and shall include written objective measurable and time-limited goals.

All documents are to be completed by the preceptor and provided to the Nurse Manager/designee at the end of the preceptor period.

Nurses who are assigned to precepting duties must have a minimum of six (6) months' employment at Alameda Hospital as a Registered Nurse.

Nurses assigned by the Hospital to perform as Nurse Preceptors shall attend a preceptor training program at the request of the Hospital. The cost of the training shall be borne by the Hospital, and the Nurse shall be paid his/her regular hourly rate of pay for attending the training. Nurses who have been assigned to be a Nurse Preceptor prior to the completion of the training program will be entitled to function as a Preceptor and receive the Preceptor differential, provided that such Nurse completes the training program within one (1) year of being assigned as a Nurse Preceptor. Nurses who have previously attend the training program

and have not acted as a preceptor within three (3) years will be required to attend the training program if selected to serve as a preceptor.

Nurses who are assigned to the Nurse Preceptor role shall receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked in the role of Nurse Preceptor. Routine orientation of a newly hired or transferring Nurse to a unit does not fall within the preceptor program and Nurses assisting in such orientation do not qualify for the preceptor differential.

K. JLMC Committee

A Joint Labor and Management Committee (JLMC) may be convened by either party, but no more than bi-annually, to investigate recruitment and retention issues pertaining to nurse classifications represented by C.N.A. The JLMC shall consist of two members of the C.N.A. bargaining team appointed by C.N.A. and two representatives from Hospital Management. Findings shall be reported to the CEO of Alameda Hospital for a final and binding decision. The JLMC shall have no recourse to ARTICLE 36 – ADJUSTMENT AND ARBITRATION.

2009-2014 CNA CONTRACT
WAGE SCHEDULE

CLASSIFICATION Effective 1/1/09	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9
Staff Nurse I	\$41.43								
Staff Nurse II	\$45.31	\$46.55	\$47.83	\$49.91	\$52.13	\$53.20	\$54.20	\$55.32	\$56.42
Staff Nurse I & II Per Diem	\$56.63	\$58.14	\$59.80	\$62.41	\$65.11	\$66.37	\$67.73	\$69.08	\$70.45
Staff Nurse III	\$47.61	\$48.84	\$50.24	\$52.40	\$54.77	\$55.85	\$56.95	\$58.06	\$59.25

ARTICLE 6
CHANGE IN STATUS

When a Nurse changes from full-time to Part Time schedule or from a Part Time to a full-time schedule, the Nurse shall be subject to the following rules with respect to tenure steps and accumulation of fringe benefits.

A. Regular Full Time to Regular Part Time

1. Stay in same tenure step.
2. Keep same anniversary date for tenure and benefits.
3. Carry over fringe benefit accumulation to date of change prorated fringe benefits after date of change.

B. Regular (Full or Part Time) to Short Hour or Per Diem

1. Stay in same tenure step.
2. Further tenure step movement on next anniversary date provided Nurse meets the one thousand (1000) hour work requirement set forth above (ARTICLE 5. Section C.2).
3. Pay off earned and accrued vacation for which the Nurse is eligible and pay off earned and unpaid holidays.

C. Regular Part Time to Regular Full-Time

1. Stay in same tenure step.
2. Keep same anniversary date for tenure benefits.
3. Carry over fringe benefits accumulated as of date of change after date of change, accumulate fringe benefits at full-time rate.

D. Short Hour or Per Diem to Regular (Full or Part Time)

1. Stay in same tenure step.

Further tenure step movement on next anniversary date provided Nurse meets the one thousand (1000) hour work requirement set forth above (ARTICLE 5. Section C.2). Start fringe benefit accumulation at regular full-time or prorated rate as of date of change in status. However, if the Nurse previously was a regular full-time or regular Part Time Nurse at the Hospital with no break in service, the Nurse retains for fringe benefit accumulation the same date the Nurse had when a regular full-time or regular Part Time Nurse, adjusted forward for the length of time in

Short Hour or Per Diem status. The Nurse also in such cases retains any unused sick leave accumulated while in regular full-time or regular Part Time status.

ARTICLE 7 **HOURS OF WORK**

A. Straight Time

The straight time workweek shall be forty (40) hours, five (5) days per week. A straight time day's work will consist of no more than eight (8) hours.

B. Overtime

1. Workweek

If required to work in excess of forty (40) hours in any one (1) workweek, a Nurse shall be paid overtime at the rate of time and one half (1-1/2) the straight time pay.

2. Workday

If a Nurse is required to work in excess of eight (8) hours in any one (1) workday excluding meal period or in excess of eight (8) hours in consecutive time excluding meal period such Nurse shall be paid at time and one-half (1-1/2) the Nurse's straight time rate for such work in excess of eight (8) hours. Double (2x) the Nurse's regular straight-time hourly rate of pay shall be paid for all hours worked in excess of twelve (12) consecutive hours in any one (1) workday excluding meal period.

3. Authorization of Overtime

All overtime worked by a Nurse should be authorized in advance if possible, otherwise the claim for overtime shall be subject to review. If it is not possible on the day overtime is worked to secure authorization in advance, the Nurse shall record the overtime on a record made available by the Hospital, and give the same to the supervisor at the earliest opportunity.

There shall be no mandatory overtime, except during a state of emergency declared by City, County, State, or Federal authorities, or during a short term (not to exceed twenty-four hours) City or County mandatory diversion override.

4. Lunch Period and Payment for Lunch Time Worked

Full shift Nurses working the day and evening shifts who are scheduled to work eight (8) hours within a spread of eight and one-half (8-1/2) hours shall receive not less than one-half (1/2) hour for lunch. If such Nurse is required to work during the lunch period, such lunch period shall be paid as time worked in addition to payment for the full shift and shall be deemed time worked for the purpose of computing overtime. This provision does not prevent a night shift Nurse from working eight (8) hours within eight (8) hours without a meal period and eating at the Nurse's station, so long as in such case the eight (8) hours are all compensable time.

5. Timekeeping

Time records should be accurate but it is recognized that some timekeeping systems are based upon a designated portion of an hour rather than to the precise minute. The timekeeping system shall compute time for overtime purposes to the nearest quarter (1/4) hour. Such a system of timekeeping should not, however, be more stringent in docking Nurses who are late than in permitting uncompensated work time.

6. Mandatory Meeting OT Pay and Notification

- a. All time spent by an RN attending mandatory meetings shall be considered as time worked for compensation and OT purposes.
- b. All mandatory meetings will be posted and communicated as such.

7. Night Shift OT Pay

Night shift RNs working into the day shift for the purpose of attending mandatory meetings or a double shift shall be compensated at the night shift rate for compensation and OT purposes.

8. Overtime Conversion Table

Actual Minutes	Overtime
1 through 7	None
8 through 22	¼ hour
23 through 37	½ hour
38 through 52	¾ hour
53 through 67 and so on	1 hour

The foregoing applies to compensation only and in no way does it modify the requirements for punctuality and adherence to Nurses' schedules.

9. Distribution of Overtime

The Hospital shall use its best effort to distribute overtime work among regular full-time and regular Part-time Nurses for each unit on each shift on an equitable basis.

10. Alternative Shifts

By no later than ninety (90) days after the ratification of this Memorandum of Understanding by both the Nurses and the Hospital's Board of Trustees, the parties will meet and negotiate about the possibility of implementing 12-hour shifts, and other alternative shift options, for Nurses at the Hospital.

C. Rest Periods

Each Nurse shall be granted a rest period of ten (10) minutes during each half (1/2) shift without deduction in pay. The Hospital will not change a more liberal policy that is in effect.

If the Hospital fails to provide a Nurse with one or more of the required rest periods during a shift, it shall pay the Nurse one (1) hour of pay at the Nurse's regular rate of compensation for the shift. If the Hospital fails to provide a Nurse with a meal period during a shift, it shall pay the Nurse one (1) hour of pay at the Nurse's regular rate of compensation for the shift.

The Hospital shall use its best efforts not to schedule the lunch break during either the first two (2) hours or the last two (2) hours of the shift.

The Hospital shall have a nurse whose primary responsibility is lunch and break relief. When covering lunch and breaks the Hospital shall adhere to the nurse to patient ratios at all times.

D. Weekends Off

1. Definition of Weekend

A weekend means Saturday and Sunday except in the case of a night shift where it means Friday and Saturday.

2. Guarantee of Weekends Off

The Hospital will use its best effort to grant each regular full-time and regular Part Time Nurse every other weekend off, and will guarantee that each Nurse will be granted at least thirteen (13) out of twenty-six (26) weekends off, and will not be required to work more than one (1) consecutive weekend in a row.

For the purposes of this paragraph, "work" means time actually worked by such Nurse.

The above weekend-off provisions may be waived on the written request of the individual Nurse. If the Hospital requires such a Nurse to work more than two (2) consecutive weekends in a row, or more than thirteen (13) weekends in the twenty-six (26) week cycle, the Nurse will receive an additional day of pay or paid vacation for work performed on the third (3rd) consecutive weekend and each succeeding weekend worked until granted a weekend off, and for each weekend worked in excess of thirteen (13) in the twenty-six (26) week cycle, but these penalties shall not be duplicated for the same weekend worked. The penalties, if any, shall be paid in a pay period immediately following the end of the twenty-six (26) week cycle.

3. Split Days Off and Eighty (80) Hours Option

Also, in order to accomplish the above, there shall be no restrictions on split days off and the Hospital may utilize back-to-back workweeks and the "eighty (80) hour option" under the Fair Labor Standards Act for the purposes of computing overtime, except as modified in ARTICLE 7 Section F.

4. Waiver in Case of Catastrophe

In the event of a major catastrophe, the Association will waive any penalty provided for above (Section D.2 above).

E. Rest Between Shifts

Each regular full-time Nurse and each regular Part Time Nurse shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the Nurse is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when the Nurse is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1-1/2). This provision may be waived on the request of the individual Nurse and with the agreement of the supervisor.

F. Waivers

The above provisions concerning weekends off, rest between shifts, and premium pay after seven (7) consecutive days of work may be waived on the written request of an individual Nurse and with the agreement of the supervisor. Such requests for waiver shall be in writing, and the individual Nurse shall indicate the time period during which such waiver shall be in effect. The Hospital shall furnish a copy of such waiver to the Nurse Representative designated by the Association for such purposes.

G. Premium Pay After Seven (7) Consecutive Days of Work

A Nurse required to work more than seven (7) consecutive days without a day off shall be compensated thereafter at time and one-half (1-1/2) for each day worked or portion thereof until granted a day off. This provision may be waived on the request of an individual Nurse and with the agreement of the supervisor.

H. Posting of Work Schedules

The Manger shall post a “draft schedule six (6) weeks in advance of the effective date of the new schedule. RNs then have two (2) weeks to review the 1st Draft. The manager then has two (2) weeks to review/approve any changes. The manager would then post the final schedule two (2) weeks in advance of the effective date of the new schedule. Each time a new schedule is posted by the manager it will state the posting date and review periods. The manger will notify the Nurses of changes to the final schedule

It is the intent of the Hospital to assure for the smooth operations of the units and to ensure that a consistent number of staff are scheduled on each day. This may mean that the “core schedule” may need to be changed either from time-to-time or on a regular basis due to hospital census and RN availability.

I. Three-fifths (3/5) and Four-fifths (4/5) Option

Regular full-time and regular Part Time Nurses shall have the right to elect a regular schedule of three (3) or four (4) shifts per week after two (2) years of service, provided, however, that the Nurse must remain on the same shift. The Hospital will make good faith efforts to convert to 3/5 or 4/5 status within sixty (60) days after the Nurse's request, and, in any event must convert the Nurse within ninety (90) days after the Nurse's request. The Nurse may elect a reduction in workdays no more often than once every twelve (12) months.

The parties agree that any Nurse who is confronted with unforeseen extenuating circumstances, and who has less than two (2) years of service, or has requested a reduction within the last twelve (12) months, may request a reduction of hours, and such request will be considered, and not unreasonably denied by the Hospital. The two (2) year provision will not affect staff hired prior to November 1, 2006.

ARTICLE 8 **SICK LEAVE**

A. Accumulation

Each regular Nurse shall accumulate sick leave at the rate of one (1) day for each month of employment.

B. Waiting Period

A Nurse is not entitled to any paid sick leave during the first ninety (90) days of continuous employment; thereafter, credit on the above basis is granted from the first (1st) day of employment. Paid sick leave shall commence with the second (2nd) day of illness upon the completion of ninety (90) days of continuous employment, except for Hospitalization or if the Nurse is ordered to remain off work by the examining physician. Paid sick leave shall commence with the first (1st) day of illness upon the completion of twelve (12) months of continuous employment.

C. Payment of Sick Leave

Sick leave shall be paid for the Nurse's regularly scheduled work days up to a maximum of five (5) days forty (40) hours a week. A paid holiday to which a Nurse is entitled will not be subtracted from paid sick leave accumulation.

Pay for sick leave shall be base rate plus any shift differential to which the Nurse would have been entitled had the Nurse worked the regular schedule on the day or days of illness. Paid sick leave shall be counted as time worked for the purposes of computing weekly overtime.

Sick leave shall be recorded on the Nurse's pay stub.

D. Proof of Disability or Illness

Sick leave is to be used for only bona fide illness or injury to the Nurse or for other, legally permitted purposes (example: FMLA, Kinicare, etc.)

A Nurse who has been on sick leave for three (3) or more consecutively scheduled days must, upon return to work, give the Hospital a doctor's excuse for the absence.

In addition, the Nurse must provide reasonable proof of illness when:

1. The Nurse has a demonstrable pattern of sick leave abuse, or
2. The Supervisor has good reason* to believe the absence was for an unauthorized reason.

(*It will be considered that a Supervisor “has good reason” if a prudent person would also believe the absence was for an unauthorized reason).

If it is found that any of the time off was for reasons that would qualify as a protected leave, and that the employee was qualified for such leave, the counseling or disciplinary action will be reconsidered on that basis.

E. Integration of UCD Benefits

Payment of sick leave shall not affect and shall be supplementary to Disability payments or Workers' compensation. A Nurse entitled to Disability or Workers' Compensation shall receive, in addition thereto, such portion of accumulated sick leave as will meet but not exceed the standard earnings of such Nurse for his/her normal workweek, up to a maximum of five (5) days.

Sick leave pay subject to integration with Unemployment Compensation Disability (UCD) or Workers' Compensation (WC) shall be paid promptly even if information as to the precise amount of UCD and WC payments is not immediately available.

F. Sick Leave For Regular Part Time Nurses

A regular Part Time Nurse shall be entitled to sick leave benefits prorated on the basis of continuing employment for twenty (20) or more hours a week.

G. Sick Leave During Vacation

A Nurse becoming injured or sick while on vacation is eligible to utilize unused sick leave provided the Nurse provides an attending doctor's certification of such injury or illness or is admitted a Hospital.

H. Sick Leave Account

At the Nurse's request, the Hospital shall provide the Nurse with a written account of the sick leave the Nurse has accumulated together with a recording of the sick leave used by the Nurse.

I. Additional Sick Leave Utilization

Upon proper notification, sick leave shall be applicable for doctor and dentist appointments, and shall be available in two (2) hour segments, with a maximum of four (4) hours pay per pay period.

J. Reduction of Hours

Requests for reduction of hours by Nurses for medical reasons shall be considered on a case-by-case basis and will not unreasonably be denied.

K. Affirmative Protected Leave Language

The Hospital shall add the affirmative protected leave language on all counseling/disciplinary forms as follows:

“Your record was checked to confirm you were not on an official leave status for any protected leave, prior to this counseling/discipline being administered.

If you feel that your time off is under a protected leave, please contact Human Resources for details.

If it is found that any of the time off was for reasons that would qualify as a protected leave, and that you were qualified for such a leave, the counseling/disciplinary action will be reconsidered on that basis.”

ARTICLE 9
VACATIONS

A. Eligibility

1. Full Time

Two (2) calendar weeks' vacation shall be granted to all regular Nurses, with pay therefore at the rate of two (2) workweeks (ten (10) workdays) for twelve (12) months' continuous employment. Three (3) calendar weeks' vacation shall be granted to all regular Nurses, with pay therefore at the rate of three (3) workweeks (fifteen (15) workdays) after two (2) years of continuous service. Four (4) calendar week's vacation shall be granted to all regular Nurses, with pay therefore at the rate of four (4) workweeks (twenty (20) workdays) after five (5) years of continuous service. Five (5) calendar weeks' vacation shall be granted to all regular Nurses, with pay therefore at the rate of five (5) workweeks (twenty-five (25) workdays) after ten (10) years of continuous service.

2. Regular Part Time

Prorated vacation benefits shall be granted to regular Part Time Nurses when they have completed one (1) calendar year of continuous service during which they have been employed on a regular schedule of twenty (20) or more hours a week. Benefits shall be on a regular schedule of twenty (20) or more hours a week. Benefits shall be in the same ration that Nurse's schedule bears to a full-time schedule.

B. Vacation Option

Each Nurse eligible for two (2) weeks or more of vacation may at the Nurse's option elect to take an extra week of vacation without pay. No more than one extra week of vacation may

be taken in this manner. To implement this provision, each Nurse wishing to exercise this option shall notify the Hospital during the vacation scheduling period as outlined in Section C. -- Scheduling of Vacation below.

C. Scheduling of Vacation

1. Selection Procedure

There shall be two (2) scheduling periods each year for Nurses' selection of vacation time.

- a. December 1 through December 31 for May 1 – October 31
(Hospital to return the approvals/denials to nurses by January 15), and
- b. June 1 through June 30 for November 1 – April 30
(Hospital to return the approval/denials to nurses by July 15)

Vacation request forms shall be distributed to all Nurse stations. Such forms will be returned to the to all Nurse stations. Such forms will be returned to the Hospital by the Nurse by February 1 and July 1 respectively, for the periods indicated. Copies shall be made in duplicate with the Nurse retaining one (1) for his/her file.

2. Length of Service

If staffing and patient care requirements do not permit all Nurses requesting a certain vacation preference to take their vacations over the same period, length of service in the Hospital shall be the determining factor within each unit.

3. Vacation Segments

A Nurse may split vacation into two (2) segments provided that no segment shall be less than one (1) week. Notwithstanding the above, at the written request of a Nurse, and by mutual agreement with the Hospital, up to one (1) week of vacation may be set aside to be taken in daily segments. The Hospital shall provide a copy of such request to the Nurse Representative designated by the Association for such purpose.

4. No Seasonal Ban

A request for vacation shall not unreasonably be denied because of the season of the year.

5. Deferred Vacation

It is the intention of the parties of this Agreement that the vacation time to which a Nurse is entitled shall be taken each year. A Nurse may, because of a disability which may necessitate a postponement of the vacation or because of an approved absence, or through mutual written agreement with the Hospital, defer earned vacation beyond the year during which the vacation would otherwise be taken. Earned vacation shall not be lost by reason of the provision of this paragraph.

D. Prorated Vacation Pay

Nurses shall be eligible for prorated vacation after six (6) months of employment. Any Nurse who is eligible for vacation under the terms of this Memorandum of Understanding shall be entitled to terminal vacation with pay therefore prorated on the basis of actual months of service.

ARTICLE 10
HOLIDAYS

A. Recognized Holidays

1. Regular Holidays

The following holidays shall be recognized:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Nurse's Birthday

2. Floating Holiday

Each regular Nurse with ninety (90) days of employment shall become eligible for two (2) floating holidays per year. Each anniversary year the Hospital and the Nurse shall agree on the days which shall be taken by the Nurse as floating holidays. If the Hospital and the Nurse do not reach such agreement, one (1) or two (2) days shall be added to the Nurse's next vacation.

3. Birthday Option

A Nurse's birthday holiday option may be exchanged for another day by mutual consent.

4. Confirmation

Upon written request by the Nurse for time off for the floating or birthday holiday, the Hospital will give written confirmation of approval or disapproval within two (2) weeks of the date of application subject to revision because of unforeseeable operational requirements.

5. Major Holiday Off

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

6. Observance

Fixed holidays as above designated shall be observed on those days designated by federal and state law.

B. Eligibility

No Nurse will be entitled to a paid holiday until such Nurse has been on the Hospital's payroll for at least thirty (30) calendar days, except for the Nurse's Birthday, and when effective, the floating holiday, which in both cases, shall be applicable after ninety (90) days of employment.

C. Definition of Holiday Shift

A holiday shift is defined as a shift in which the major portion of the shift is worked on the holiday.

D. Day Off on a Holiday

If a holiday falls on the Nurse's regular day off, the Nurse shall be granted another day off as holiday time. If the holiday falls within the Nurse's vacation, one (1) day shall be added to the Nurse's vacation.

E. Payment for Work on a Holiday

Any eligible Nurse who works on a recognized holiday shall, in addition to holiday pay (if any), receive one and one-half (1-1/2) times the Nurse's regular hourly pay for all the hours so worked. However, a Nurse who works on a paid holiday may have the option to waive the holiday pay, if any, to which the Nurse is entitled (not the time and one-half (1-1/2) for hours worked on the holiday) and instead of holiday pay, take compensatory time off without loss of salary at a later date. The date upon which the Nurse takes the compensatory time off shall be set only by mutual agreement between the Nurse and the Hospital. If such mutual agreement on a date cannot be reached, the Nurse shall take such compensatory time off without loss of salary at the conclusion of the Nurse's next vacation period or as payment upon termination from the Hospital, whichever comes first.

F. Rotation of Holiday Time

The Hospital shall use its best effort to rotate equitably holiday time off among regular Nurses for each unit. This provision shall not affect ARTICLE 10. Section A.5 guaranteeing each regular Nurse at least one (1) of the following holidays off: Christmas or New Year's Day.

G. Holiday Occurring During Sick Leave

A paid holiday to which a Nurse is entitled will not be subtracted from paid sick leave accumulation.

H. Holiday for Regular Part Time Nurses

A regular Part Time Nurse shall be entitled to holiday benefits prorated on the basis of continuing employment for twenty (20) or more hours a week.

I. Standby Pay on Holidays

[See ARTICLE 5. Section E1(b)]

ARTICLE 11
GROUP HEALTH, DENTAL & PRESCRIPTION DRUG PLANS

A. Scope

The Hospital will enroll all eligible regular full-time and eligible regular part-time Nurses and their eligible dependents covered by this Memorandum of Understanding (MOU) in its current HEALTH PLAN, DENTAL PLAN, PRESCRIPTION DRUG PLAN AND VISION CARE PLAN, at the Hospital's expense. An outline of the current benefit structure is included as APPENDIX D on page 71 of this MOU.

The Hospital shall provide a Wellness Program and all Nurses covered by this MOU, including their spouse or registered domestic partner and eligible dependent children, shall be eligible to enroll in the Wellness Program at no cost. The Hospital will cover the tests and screening expenses associated with the Wellness Program as determined by the administrator of the program in order to appropriately screen for indications of potential health problems.

B. Notification of Material Changes

The Hospital agrees to notify all benefit eligible Nurses of any material change(s) in the Health Plan that would have an affect on them. This includes, but may not be limited to: change in Health Plan Administrators, change in net work and/or access, etc. Note: Language and coverage to be amended in accordance with the Health Care Reform as required.

C. Eligibility of Nurses

An eligible Nurse is a regular Nurse who has worked continuously for the Hospital for twenty (20) or more hours a week for a period of ninety (90) days and who continues to work such a schedule.

D. Family Coverage

An eligible Nurse's spouse or domestic partner, and dependent children up to nineteen (19) years of age and dependent children who are full-time students carrying 12 units or more in an accredited school, until the age twenty-five (25), may be enrolled without charge in the Health, Dental, Vision and Drug Programs.

Under this provision, domestic partner is defined as the following:

An unmarried registered domestic partner of the same sex as the Nurse who must be at least eighteen (18) years of age, not married to any other person and not committed to any other Domestic Partner, living together in a long-term relationship of indefinite duration and with an exclusive mutual commitment similar to that of a marriage, and agreement by the partners to be financially responsible for each other's well-being and for each other's debits to third parties.

Eligible Nurses shall sign and file an affidavit with the Hospital declaring that the conditions stated are met.

Eligible Nurses shall supply documentation of registration with the State of California.

E. Coverage During Disability

The Hospital will continue coverage of a Nurse disabled for work by a job-connected injury or illness as determined by the Workers' Compensation Appeals Board during such disability up to a maximum of twelve (12) months.

F. Pap Smears and Mammograms

Effective upon ratification, Pap Smears and Mammograms shall be covered under the health plan.

G. Retiree Health Care

1. Retiree Health Care Bridge 63 ½ - 65

Alameda RNs with a minimum of 15 years continuous benefited service at the time of retirement retiring between the ages of 63 ½ - 65 years of age, will be eligible to receive a monthly retiree health care stipend of one-hundred and fifty dollars (\$150.00). This retiree health care stipend must be put toward a bona fide health care plan or COBRA continuation.

2. Retiree Health Care – 65 years of age and beyond

RNs participating in The Hospital's Retiree Health Care Bridge program and newly retired RNs with a minimum of ten (10) years continuous benefited service at the time of retirement shall receive a quarterly Medicare supplement stipend of three hundred (\$300. 00) dollars. This Medicare supplement stipend must be put toward a bona fide Medicare supplement insurance program.

ARTICLE 12
LONG-TERM DISABILITY INSURANCE

Effective July 1, 1992, the Hospital will place into effect for bargaining unit members eligible for its health plan, a long-term disability insurance program which will provide the same eligibility definitions and benefits as the program that will be in effect at either Providence Hospital or Merritt-Peralta Hospital on July 1, 1992.

ARTICLE 13
GROUP LIFE INSURANCE

The Hospital will provide each regular Nurse with \$5,000 Group Life Insurance and \$5,000 Accidental Death and Dismemberment coverage, and the cost of such coverage shall be paid by the Hospital.

Such coverage shall become effective first day of the month following completion of ninety (90) days of continuous employment.

ARTICLE 14
BENEFITS FOR NURSES WORKING LESS THAN FULL-TIME

A. Nurse Working Over Twenty (20) Hours Each Week

Upon employment, each Nurse employed on a regular predetermined schedule of twenty (20) hours per week or more shall have applicable the terms and conditions as set forth in ARTICLE 5.B Credit for Previous Experience; ARTICLE 5.C. Tenure Increases; ARTICLE 5.D. Differential; ARTICLE 5.E. Standby and Call Back; ARTICLE 5.F. Charge Nurse Relief Compensation; ARTICLE 8. Sick Leave; ARTICLE 9. Vacations; ARTICLE 10. Holidays; ARTICLE 11. Group Health, Dental and Prescription Drug Plans; ARTICLE 13. Group Life Insurance; ARTICLE 16. Retirement Program.

The compensation of time-off benefits for regular Part Time Nurses shall be in the same ratio that the Nurse's regular schedule bears to a full-time schedule.

B. Pro-ration of Benefits

Regular Part Time Nurses who are regularly assigned for a period of ninety (90) days to work shifts in addition to their initial schedule shall receive retroactive credit for benefits for the additional hours worked.

C. Short Hour and Per Diem Nurses

Short Hour, Per Diem and Temporary Nurses are ineligible for all fringe benefits such as, but not necessarily limited to the following: holidays, group life insurance, Hospital-medical-surgical insurance; dental insurance or accumulative benefits such as vacation pay, sick leave and Hospital contributions toward retirement program. Such Nurse will however be compensated at the rate of time and one-half (1-1/2) for work performed on a recognized holiday listed in ARTICLE 10. Section A.

ARTICLE 15
LEAVES OF ABSENCE

A.

1. Disability Leaves

Any Nurse who has been continuously employed by the Hospital for at least one (1) year may be granted a leave of absence upon proper proof of physical or mental disability. Such leave shall not be more than six (6) months, except in the case of industrial injury, which shall be handled in accordance with the law.

Disability leaves shall be extended for an additional period up to six (6) months upon a physician's statement of the Nurse's continued disability.

2. Leaves for Other Reasons

Leaves of absence for all other reasons may be granted only by agreement between the Nurse and the Hospital. Such leaves shall not be unreasonably denied.

B. Accrual of Rights

Authorized leave of absence for any purpose shall not affect previously accumulated sick leave, vacation time or tenure.

C. Written Authorization

At the time of such leave, the Nurse upon request, may receive a written copy of leave of absence authorization.

D. Change of Anniversary Date

Anniversary date for the purpose of salary tenure steps and vacation eligibility will not be changed until the Nurse exceeds thirty (30) consecutive days' leave of absence without pay. In all cases the first thirty (30) days shall not be counted when anniversary date is changed.

E. Return From Leave of Absence

When a Nurse returns from a leave of absence, the Hospital shall reinstate the Nurse to the former position and department held by the Nurse in accordance with the following:

1. If the leave is thirty (30) days or less, the Nurse shall be returned to her/his former position, shift and unit.

If the leave is over thirty (30) days, the Nurse shall be returned to her/his former position, shift and unit if the position is available. If the position is not available upon the Nurse's return, the Nurse shall be reinstated in a substantially similar position or department and given the first opportunity to fill a vacancy in the original department for which she/he is qualified. These provisions do not automatically apply if the Hospital has Nurses on layoff when the Nurse returns from a leave of absence. However, these provisions will apply again when the Hospital no longer has Nurses on layoff.

A Nurse may return prematurely from a leave of absence by presenting a written notice of intention to return to work within two (2) weeks, or by mutual agreement between the Nurse and the Hospital.

In cases of disability leaves, a doctor's statement indicating the Nurse's physical ability to resume her/his normal duties must be submitted.

F. Paid Educational Leave

1. Eligibility Criteria

- a. Scope

- A regular Nurse shall earn leave with pay to attend courses, institutes, workshops or classes or home study of an education nature on the basis of five (5) days for each year worked as a full-time Nurse.

After six (6) months' employment, an eligible Nurse may use the educational leave earned to date; for example, in the case of a full-time Nurse, up to two and one-half (2-1/2) days' educational leave.

In order to take educational leave, the following additional requirements must be met:

- 1) The Nurse applies in advance in writing specifying the course, institute, workshop or class the Nurse wishes to attend;
- 2) The Nurse obtains permission from the Director of Nursing to attend;
- 3) Such leave shall not interfere with staffing;
- 4) For educational leave of five (5) or more consecutive days, the Nurse's application should be made at least thirty (30) days before the intended leave.

b. No Unreasonable Denial

Permission for such education leave will not be unreasonably denied.

2. Yearly Basis

The regular full-time Nurse shall be eligible for five (5) days' educational leave per year. The regular Part Time Nurse shall be eligible for paid educational leave on a prorated basis.

3. Accumulation

A Nurse may accumulate up to one year's educational leave benefit. However, such accumulated leave must be taken during the Nurse's next year of employment at the Hospital. Accumulated educational leave days may be taken in conjunction with some or all of the days earned in the following year, so that a Nurse may take two year's worth of education leave at one time.

Any educational leave not taken within the year it is earned or within the following year of the Nurse's employment is waived by the Nurse. However, if a Nurse requests educational leave and does not receive it within the year it is earned or within the following year, the Nurse may accumulate it for the following year.

4. Leave at Request of Hospital

If the Hospital wishes the Nurse to engage in an educational program other than In-service Education Program, the Hospital and the Nurse may mutually agree that this is charged against the Nurse's educational leave. If the Nurse declines to engage in such educational program, the Hospital has the option to withdraw its request or to require the Nurse to engage in such program, in which event it is not charged against the Nurse's educational leave. It is understood that an individual Nurse shall have a

choice in the selection of the types of educational programs in which the Nurse will participate.

5. Leave at Option of Hospital

Nurses may request unpaid leave 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. The Hospital will grant such leaves except on those occasions when such leaves would seriously affect staffing requirements.

6. Guidelines

The following shall serve as guidelines for the program covered by paid educational leave:

- a. Formally organized courses in nursing;
- b. Formally organized courses in related subjects leading to a degree in nursing;
- c. Formally organized seminars and symposia dealing with the contemporary practices of nursing;
- d. Formally organized specialized courses relating to nursing practice;
- e. Formally organized clinical nursing seminars and institutes such as Maternity and Child Health and Medical-Surgical;
- f. Formally organized programs for health professionals open to Registered Nurses and which deal with issues involving patient care;
- g. Formally organized specialized programs not directly involving nursing but primarily related to patients' health and welfare (e.g., Child Development, Counseling, Home Care, Community Health).

The various areas covered above shall include those sponsored by a Hospital, educational institution, government agency or professional Association.

It is agreed that the above set forth activities shall be related to nursing practices within the Hospital.

The Nurse may be requested by management to make a report on such activity in writing to the Director of Nursing.

7. Method of Payment

- a. Educational leave shall be paid regardless of whether the educational program occurs on a day the Nurse is scheduled to work or not.

- b. If the educational program occurs on a day the Nurse is not scheduled to work, the following principles shall govern:
- 1) If the educational program has a duration of four (4) or more hours within or without a shift in whole or in part, the Nurse will be excused from her/his shift and receive eight (8) hours educational leave for such day, or up to a maximum of the Nurse's regular schedule if less than eight (8) hours.
 - 2) If the educational program has a duration of less than four (4) hours and falls within the Nurse's shift in whole or in part, the Nurse will be paid for hours spent at the educational program and will work the balance of her/his shift, or at the option of the Hospital, the Nurse can be excused from her/his entire shift and be paid eight (8) hours educational leave pay, or up to a maximum of the Nurse's regular schedule if less than eight (8) hours. The Hospital shall notify the Nurse of the option it elects at the time it approves the leave request. In no case shall the combination of paid work time and paid educational leave exceed eight (8) hours per day, or the Nurse's regular schedule if less than eight (8) hours.
 - 3) If the educational program has a duration of less than four (4) hours and falls entirely outside of the Nurse's shift, the Nurse shall not receive educational leave pay unless the program falls under Home Study. In view of the fact that Nurses assigned to the night shift of operations seldom, if ever, have educational programs available during their normal hours of work, an exception to this sub-section will be as follows: A night shift Nurse who attends educational program which would otherwise qualify under the educational leave and pay provisions but falls entirely outside of the Nurse's night shift, may accumulate such educational leave time until she/he has accumulated the equivalent of full shift. At that time, equivalent paid time off at the mutual convenience of the Hospital and the Nurse will be arranged. If the approved educational program is six (6) hours or more in duration, the Hospital will excuse the Nurse from the night shift either immediately preceding or immediately following the program. The night shift from which the Nurse shall be excused shall be mutually agreed upon by the Nurse and the Hospital, and the deduction from accrued educational leave shall be equal to the Nurse's normally scheduled shift.
- c. If written application for a paid or unpaid educational leave is received at least six (6) weeks prior to the effective date of the leave, the Hospital will give written confirmation of approval or disapproval no later than four (4) weeks prior to the commencement of the leave. If written application is received less

than six (6) weeks prior to the commencement of the leave, the Hospital will give such written confirmation within two (2) weeks of receipt of the application.

- d. Education Leave for Home Study will be paid on the basis of one (1) hour of Education Leave for each CEU of Home Study Credit.

G. Professional Leave

1. Extended Association Leave

Upon at least thirty (30) calendar days advance written request from the Association and the Nurse, one (1) Association-represented Nurse shall be granted an extended leave of absence without pay to engage in Association business. Extended Association Leaves may be taken up to a maximum of (1) year. The leave period may be extended for an additional 6 months with mutual agreement by the Hospital and CNA. During the leave of absence the Nurse shall be in a “without pay and without benefits” status and during the term of the leave of absence the employer shall in no way be obligated to provide pay or benefits for the Nurse. The RN will not accrue additional seniority during the leave period. Extended leave requests will be made 6 weeks in advance, when possible.

At least forty-five (45) calendar days prior to the completion of the stated term of the leave of absence, the Association shall notify the employer of the Nurse’s intent to return to work and the Nurse shall likewise so advise the employer. Upon return, the Nurse shall be returned to the same or similar position, without loss of pay or seniority, from which the nurse took the leave of absence, consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay.

2. Short Term Association Leave

Nurses may apply for short term leave and shall receive, at the Nurse’s option, vacation pay, or unpaid personal leave in order to participate in bona fide Association activities. The duration of the requested time away from work shall be specified at the time the Nurse requests the personal leave. The hospital shall grant such leaves except on those occasions when such leaves would seriously affect staffing requirements. The Nurse will request Short Term Association Leave 6 weeks in advance, when possible.

3. Bargaining Committee Leave

An employee designated by the California Nurses Association to attend a negotiation meeting or other meetings between the Employer and the CNA shall be relieved for the purpose and shall continue to accrue benefits.

H. Parental Leave

Parental leave without pay up to six (6) months shall be granted to regular full-time and regular Part Time Nurses with one (1) or more years of continuous service. This leave may

be extended up to an additional six (6) months upon mutual agreement between the Hospital and the Nurse.

The Hospital agrees it will not unreasonably withhold consent to extending the parental leave. Three (3) weeks notice in writing to the Hospital is required for return from parental leave of absence.

I. Bereavement Leave

Bereavement leave providing for three (3) days' leave of absence shall be granted to regular Nurses after ninety (90) days of employment in cases of death in the Nurse's immediate family or household. Immediate family shall be defined to include spouse, mother, father, domestic partner, daughter, son, sister, brother, grandparent and current mother and father-in-law.

Payment for up to three (3) scheduled workdays within fourteen (14) days of the date of death for those scheduled days of work that would have been worked but for the leave of absence will be paid, provided that the day of the funeral, if it is a scheduled workday, be included in the paid leave of absence days, regardless of when it occurs. Additionally the Hospital will not unreasonably deny a Nurse's request for an additional two (2) days of unpaid bereavement leave in the event that the funeral is out of state.

J. Family Leave

In the case of any conflict between this Memorandum of Understanding, the California Family Rights Act of 1991, the Federal Family and Medical Leave Act of 1993, and/or State or Federal Pregnancy Leave Law, the contractual or statutory law that is the most protective of employee rights shall prevail. However, in any event, a Nurse may elect, but may not be compelled, to use any accrued vacation, holiday or sick leave during Family Care Leave. Also, a Short-Hour or Per Diem Nurse may take Family Leave. Simply by virtue of taking Family Leave, a Short-Hour or Per Diem Nurse does not become eligible for any benefit for which the Nurse is not already eligible.

K. No Seasonal Ban

A leave of absence shall not be unreasonably denied because of the season of the year.

ARTICLE 16
RETIREMENT PROGRAM

A. Steelworkers Pension Trust

Effective the first full pay period following ratification in July 2001, the Hospital shall enroll all regular full-time and regular part-time nurses in the Steelworkers Pension Trust.

Effective July 1, 2006, The Hospital agrees to contribute to the Steelworkers Pension Trust each calendar month a sum of money equal to six and one-half percent (6.5%) of the total gross monthly wages earned by and payable to regular full-time and regular part-time RNs.

Effective July 1, 2007, The Hospital agrees to contribute to the Steelworkers Pension Trust each calendar month a sum of money equal to seven percent (7.0%) of the total gross monthly wages earned by and payable to regular full-time and regular part-time RNs.

Effective July 1, 2008, The Hospital agrees to contribute to the Steelworkers Pension Trust each calendar month a sum of money equal to seven and one-half percent (7.5%) of the total gross monthly wages earned by and payable to regular full-time and regular part-time RNs.

The Hospital is bound by the Steelworkers Pension Trust Incorporation Agreement attached as Exhibit A to the Memorandum of Understanding.

B. Voluntary Contributions to Tax-Deferred Annuity Plan

All RNs eligible to participate in the 403(b) program shall be permitted to make voluntary contributions to their individual tax sheltered accounts.

C. Nurses With Vested Rights in Hospital Retirement Plan

1. Definition

A vested Nurse for purposes of this Article is defined as a Nurse employed by the Hospital on December 31, 1975, who had ten (10) or more years of service and, according to the vesting provisions of the Hospital's retirement plan, had vested rights as of December 31, 1975, to benefits under the plan.

2. Option for Vested Nurses

Vested Nurses employed by the Hospital on December 31, 1975, had an option to have the Hospital's contributions made to a tax sheltered annuity (TSA) plan instead of to an Individual Retirement Account (IRA), effective January 1, 1976.

Vested Nurses who elected to participate in a tax-sheltered annuity (TSA) program instead of an Individual Retirement Account (IRA) Program submitted their option to the Hospital and the Association, in writing, prior to May 31, 1976. If the Nurse did not submit a written option prior to such date, the Nurse was automatically covered by the Individual Retirement Account (IRA) Program and/or the retirement program set forth in Section E. of this Article.

3. Non-forfeiture of Vested Rights

A vested Nurse shall retain full vested interest in the Hospital's retirement plan for all prior years of participation in said plan through December 31, 1975, and in no event will a vested Nurse forfeit any rights vested as of December 31, 1975.

D. Non-Vested Nurses -- Contingent Vesting

This Section applies to a regular full-time or regular part-time Nurse employed by the Hospital on December 31, 1975, with more than one (1) year of employment with the Hospital, but with less than ten (10) years of membership in the Hospital's retirement plan on that date.

Such non-vested Nurses who participated in the Individual Retirement Account (IRA) program effective January 1, 1976 and who thereafter attain ten (10) or more years of service with the Hospital, shall be deemed vested in the Hospital's retirement plan, but solely for benefits earned by years of service prior to December 31, 1975.

A non-vested Nurse whose employment with the Hospital has terminated, and who, within ninety (90) days thereafter is re-employed by the Hospital, and who continues in this new employment for one (1) year or more, shall continue to be credited for years of service for contingent vesting purposes under the Hospital's retirement plan as provided above.

A non-vested Nurse whose employment has terminated and who, at the date of termination, had five (5) or more years credited service in the Hospital retirement plan, and who, on or after January 1, 1976, is re-employed by the Hospital, shall have years of service after January 1, 1976, credited for purposes of contingent vesting as provided above.

A Nurse who has become contingently vested, as provided herein, shall, upon retirement, receive benefits earned for years of service prior to December 31, 1975, under the benefit formula set forth in the Hospital's plan on December 31, 1975.

E. Retired Nurses

The Hospital will continue to provide retirement benefits, as provided in the Hospital's retirement plan, for Nurses who have retired, pursuant to the plan prior to January 1, 1976.

ARTICLE 17
PAY FOR JURY DUTY

A. Compensation

A Nurse called for jury duty will receive the difference between jury pay and normal straight time earnings. As a condition to jury pay, the Nurse must notify the Hospital as soon as reasonable after receiving notice to report (normally within twenty-four (24) hours) and must cooperate in trying to be excused if the Hospital so desires.

B. Proof of Jury Service

Also, as a condition to receiving jury pay, the Nurse must produce a receipt from the Jury Commissioner that the Nurse has been called or served, if such receipts are provided.

C. Action If Excused From Duty

If a Nurse is excused from serving in time to complete a portion of the Nurse's shift, the Nurse will advise the Hospital by telephone and if requested to do so, return to the Hospital to complete that shift.

D. Grand Jury

The above provisions do not apply to a Registered Nurse serving Grand Jury Duty.

ARTICLE 18
PHYSICAL EXAMINATION

Pre-employment physical examinations and annual physical examinations in accordance with Hospital practice shall be scheduled by the Hospital, at the Hospital, without charge to the Nurse. Such examination may include: VDRL, CBC, urinalysis, Rubella Titer, chest film and/or Tuberculin, examination and review of medical history by M.D., certification by M.D. that employee is free of communicable disease and physically able to perform work assigned. Pap smear optional for females; sickle cell anemia test optional for black employees.

Examining physician is authorized, with advance notice to Administration to use other diagnostic tests as deemed appropriate. Examination and related tests will be provided by Hospital designated providers.

ARTICLE 19
SENIORITY

A. Definition

Seniority is defined as length of service with the Hospital as a Registered Nurse, credited from anniversary date of hire as from time-to-time adjusted and unbroken, provided that seniority shall have no application during the probationary period.

Registered nurses newly entering the C.N.A. bargaining unit shall be given prorated seniority credit on the basis of one (1) years' seniority for every three (3) years of continuous service with the Hospital.

Any Nurse hired after 2007 who would have qualified for the non-registered Nurse experience if this language had been in place when they were hired, shall be given the appropriate seniority credit within ninety (90) days of the final approval of the MOU by the City of Alameda Health Care District Board.

Short Hour and Per Diem Nurses will earn one (1) year for each one thousand (1,000) hours worked, so long as the one thousand (1,000) hours are worked within a period no longer than three (3) years. If the Nurse does not work one thousand (1,000) hours within three (3) years, he/she must start trying to accumulate one thousand (1,000) hours within a new three (3) year period, with no credit given for hours worked during the preceding three (3) years.

Seniority will be broken by:

1. Voluntary quit;
2. Discharge for just cause;
3. Failure to return to work at the end of a leave of absence without good cause (see ARTICLE 15 regarding Leaves of Absence);

4. Engaging in employment with another employer while on a Leave of Absence;
5. Failure to work in accordance with the recall provisions of this Article;
6. Accepting a position not covered by the Memorandum of Understanding.

In case seniority is broken, the Nurse shall, if re-employed, be considered a new employee.

ARTICLE 20 **REDUCTION OF STAFF**

A. Cancellation and EA (Excused Absence) Reduction

In an effort to reduce EAs, the Hospital shall offer cross training and alternate assignment modules and participation in standing committee assignments. Information on the progress of these efforts will be shared at the quarterly joint PPC/Nurse Manager Meetings.

Nurses shall have the option of utilizing a Mandatory Annual Training (MAT) in lieu of an EA day. RNs may be required to complete the MAT Module in lieu of an EA day.

No part time or full time nurse shall be mandated to take more than ten (10) EA days in a calendar year. Mandated EA days shall be distributed according to seniority and rotated to the next least senior nurse when this ten (10) day limit has been met.

RNs may notify the staffing office forty-eight (48) hours in advance of their availability for a voluntary EA day. A voluntary EA day will be granted in the order in which the notification was received and the staffing office will note the date and time the requests were submitted.

Nurses who received a mandatory EA day in the pay period may make themselves available for extra shifts of work and shall be moved to the top of the availability list for work up to their FTE.

Should a Nurse be cancelled from her/his scheduled shift, the order of cancellation shall be in accordance with the following:

1. RNs incurring overtime on the shift;
2. RNs working through a registry in that unit or float cluster;
3. Volunteers who want to cancel their shift;
4. Travelers working in that unit or float cluster;
5. Any nurse working beyond their regular FTE that payroll period;
6. Nurses on probation;
7. Non-benefited, Short-hour and Per Diem RNs by calculated seniority (see article 19 and 5,C2a&b; (per-diems without calculated seniority will be considered according to their date of hire)
8. Benefited, Full-time and Part-Time RNs by seniority.

In accordance with the reduction in force language above, any full-time or part-time (benefited) RN facing potential reduction in their FTE due to a mandatory EA may make themselves available in that pay period for any shift in a department for which they are competent. The RN will have bumping rights over any registry or RN working overtime during that pay period (including bumping a more senior RN on overtime) in order to meet their FTE provided the RN bumping will not incur overtime. The RN has the option to waive premium pay (work during the 12 hour rest period) but they may not waive overtime pay.

B. Extra Work Shifts

Full-Time and Part-Time nurses who are requested to work an available extra shift outside their regular schedule will not be given an EA day automatically in advance, unless the nurse has agreed.

Make-up shifts will be offered to nurses who give written notice, first to regular full-time and part-time nurses by seniority who received mandatory EA's during the pay period up to the number of shifts lost; second to Short Hour or Per Diem nurses.

All RNs may submit availability for Extra Shifts. Extra shifts will be granted first to part time benefited RNs by seniority, and second, rotated among the per diem and short hour RNs in an equitable manner.

C. Temporary Reduction

In the event of a temporary reduction of Hospital operations, seniority, as defined above, shall apply if staff reductions occur, provided, however, that affected staff within the Hospital may elect, by mutual agreement between the Hospital and the Association, to work on a reduced hours (work-sharing) basis for a specified period of time.

Voluntary days off on low census days when work sharing is agreed upon and implemented may be taken without loss of accruals.

Work sharing may continue as long as no Nurse shall voluntarily reduce more than one regularly scheduled workday per pay period until all Nurses scheduled that shift in the specified work area have voluntarily reduced at least one regular scheduled workday. The Hospital will make its best effort to accomplish work sharing on an equitable basis; committee and administrative assignments shall count as regularly scheduled workdays. Nurses shall have access to the record of EA days each Nurse has taken.

D. Order of Reductions

In the event it is necessary to layoff Nurses due to lack of work, the least senior Nurse(s) in the Hospital shall be laid off first. The Hospital shall recognize seniority as defined in ARTICLE 19.

Reductions shall affect Nurses in the various personnel categories in the following order:

1. Registry;
2. Traveler;
3. Temporary;
4. Probationary;
5. Non-benefited, Short-hour and Per Diem RNs by calculated seniority (see article 19 and 5,C2a&b; (per-diems without calculated seniority will be considered according to their date of hire)
6. Benefited, Full-time and Part-Time RNs by seniority.

In the event that both a Temporary RN and a Traveler are working, and in the rare instance when the Hospital may deem it more appropriate that a Traveler be retained in a layoff over a Temporary RN, the Hospital will discuss the specifics of any such instance with the Association and the parties shall exercise reasonable judgment in their decision.

The reductions shall proceed in an ascending order, from least senior to most senior so long as the retained Nurse can perform any specialized work that is necessary to patient care.

Any involuntary reduction in a Nurse's scheduled hours of work shall be considered a reduction in force (partial layoff).

Before effecting any layoffs on any unit, all Nurses shall first be offered the option of work share arrangements, by mutual agreement between the Hospital and the Association, reduction of hours, voluntary leaves of absence, or the option to sever their employment.

The Hospital will recognize seniority as defined in ARTICLE 19. However, before any Nurse can exercise seniority in order to take available work, she/he must have the demonstrated basic ability to perform the available work. If the Nurse has such ability, she/he shall be given up to four (4) weeks' orientation in the new job.

If it is determined before or during any orientation period that the Nurse is not qualified to perform the work, she/he shall be reassigned to another job on seniority principles, provided that in the event there is no job filled by a less senior Nurse for which she/he is qualified, then such Nurse shall be laid off. The Hospital's determination is subject to the grievance procedure.

In a layoff situation an affected Nurse must be willing to perform the available work, provided that such Nurse may exercise her/his seniority rights into a comparable position on the same shift and within the same unit if such a position is then being filled by a less senior Nurse.

If a Nurse cannot so exercise seniority rights, she/he may accept any job for which she/he is qualified as explained above, even if the job entails a different unit, days and/or hours of employment than the last job for which the Nurse was hired or selected through the posting procedure.

Within forty-eight (48) hours of notification by the Hospital, the Nurse will inform the Hospital of her/his preference and shall be offered, on a seniority basis, the alternative position. If any such Nurse declines to take the alternative job, she/he shall be in layoff status unless the Nurse elects to sever employment.

E. Informed Decision

Before making a decision on any of the above options each affected Nurse shall be provided with a list of all available vacancies and positions held by less senior Nurses. This list shall include the unit, shift and number of scheduled hours for each position.

Within forty-eight (48) hours of notification, the Nurse will notify the Hospital of her/his preference and shall be offered, on a seniority basis, a position for which she/he is qualified and according to the option selected.

F. Recall to Work

Effective with the formal approval of this MOU by the City of Alameda Health Care District's Board of Directors, a Nurse who has been laid off from a benefited position at the Hospital shall be placed on a recall list for up to eighteen (18) months. During that time the laid off Nurse will be offered any open position on the same unit (any FTE, any shift) which the Nurse may refuse.

If, however, the laid off Nurse is recalled to the same unit, FTE and shift and the position is refused, that Nurse's recall rights will terminate and the Nurse will be terminated from the Hospital.

This language does not preclude the laid off Nurse from bidding into any open position at the Hospital during those eighteen (18) months and still maintain his/her recall rights to the original unit, FTE and shift from which he/she was laid off, for up to eighteen (18) months.

No new Nurses shall be hired until all laid-off Nurses are given a reasonable opportunity to return to work.

The Hospital, on a continuing basis, when possible, will reassign and/or recall Nurses to the department, hours and days they last worked before the layoffs. Such return will be on the basis of seniority.

Recall to the Hospital shall be in the order of seniority provided the Nurse is qualified to perform the available work with an orientation not to exceed three (3) working days. Notwithstanding the above, when the Hospital recalls Nurses to work, it first will return as many working Nurses as possible to the jobs they held before the layoffs.

The Hospital's assessment of jobs for which a Nurse is qualified is subject to the grievance procedure.

Nurses who are recalled after layoff shall receive written notice of such recall specifying the date and hour on which the Nurse is to return to work. The Nurse must notify the Hospital of her/his intention to return to work within three (3) days after receipt of the recall notice, unless the Nurse can prove that it was impractical to so notify the Hospital, and if the Nurse elects to return to work she/he must return to work on the date and at the time specified in the recall notice or within seven (7) calendar days after notification of date and hour of return to work, whichever is later, unless unable to do so due to doctor-certified illness.

If the notice of recall is given by certified mail at the last address furnished by the Nurse, it shall be presumed to have been received on the day it was given. If a Nurse does not inform the Hospital whether she/he will return to work or does not return to work by the date the Nurse said she/he would return, which must be within the above time limits, rights to recall will have been exhausted.

G. Availability List

A Nurse who is indefinitely laid off but who chooses not to sever employment shall be placed, in order of seniority, on an availability list for intermittent shifts of work. Such laid off Nurses shall have super-seniority over all other Nurses for all intermittent shifts of work.

ARTICLE 21
TERMINATION NOTICE

In cases of termination of employment by the Hospital, except for discharge for just cause, the Hospital shall give to a regularly employed Nurse with six (6) months or more continuous service, fourteen (14) calendar days' notice or ten (10) days pay in lieu thereof. Nurses are requested to give the Hospital at least fourteen (14) calendar days' notice of resignation. A Nurse who is dismissed by the Hospital will be promptly given a written notice of the reason for the discharge upon her/his request. A copy of such discharge notice will be sent to the Association.

ARTICLE 22
BULLETIN BOARD

The Hospital will provide one (1) Association bulletin board for each one hundred (100) bargaining unit members, or portion thereof. These boards will be locked and for exclusive use by the Association. The parties will mutually agree on locations for board placement that are central and convenient for Staff Nurse access. The Chief Nurse Representative, the CNA Labor Representative and PPC Chair will each be furnished with a set of keys to each of the boards and will be responsible for posting current Association materials, a copy of which will be furnished to the Hospital at the time of posting. (Boards shall be placed outside the Nursing Education Office and in the 3 West copy room.)

ARTICLE 23
MEETING ROOMS

Subject to conference room availability, The Association shall be permitted to hold union meetings with Alameda Hospital RNs in hospital conference rooms, provided that hospital conference rooms are requested sufficiently in advance and that the meetings pertain to RN/Union Business.

ARTICLE 24
PROFESSIONAL PERFORMANCE COMMITTEE

A Professional Performance Committee shall be established at the Hospital.

A. Intent

The Hospital recognizes the responsibility of the Professional Performance Committee to recommend measures objectively to improve patient care and will duly consider such recommendations and will so advise the Professional Performance Committee of actions taken.

Responses to specific Professional Performance Committee suggestions or recommendations shall be given in writing. Such responses shall be made in a timely fashion not to exceed thirty (30) days unless extended by mutual agreement between the Director of Nursing and the Professional Performance Committee.

B. Membership

The Professional Performance Committee shall be composed of five (5) to eight (8) Registered Nurses employed at the Hospital and covered by this Memorandum of Understanding. The committee members shall be elected by the Registered Nurse Staff at the Hospital.

C. Meetings

1. Regular Meetings, Compensation and Minutes

The Chair of the Professional Performance Committee shall develop a yearly calendar of regular meetings. A copy of the committee meeting calendar will be provided to the Nursing Administration, to the Association and will be posted on the designated Association bulletin board(s).

The Chair shall be compensated for a maximum of eight (8) hours' pay a month at her/his straight-time rate for time spent in preparing for and participating in regular meetings and other committee functions.

Each committee member shall be compensated for a maximum of six (6) hours' pay a month at the Nurse's straight-time rate for the purpose of preparing for and attending

committee meetings. Payment to Nurses who attend such meetings shall not constitute time worked for any purpose under this Memorandum of Understanding.

The Chair of the Professional Performance Committee, or her/his designee, shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to Nursing Administration, to the Association and will be posted on the designated Association bulletin board(s).

Upon receipt of the annual committee calendar by Administration each Nursing manager will be provided a copy of the calendar and will be advised in writing by the Chief Nursing Officer of the Hospital's requirement to release regular committee members from duty so they may fully participate in the committee meetings.

At least once (1) per quarter, the Chief Nursing Officer shall attend one of the committee's regularly scheduled meetings.

2. Informational Meetings

The Professional Performance Committee may request meetings with the head of any department for the purpose of obtaining information on direct nursing functions. Such meetings shall be arranged through the Administrator who may also attend. Such parties agree to meet with the Committee within a reasonable time convenient to all parties.

3. Special Meetings

The Administration may request special meetings with the Professional Performance Committee and the Committee may request special meetings with the Administration, but such meetings shall not take the place of regularly scheduled meetings of the Committee. At the request of the Professional Performance Committee, an Association staff representative who is a Registered Nurse may attend such meetings on an advisory basis.

D. Objectives

The objectives of the Professional Performance Committee shall be:

1. To consider constructively the professional practice of Nurses and Nurses' assistants;
2. To work constructively for the improvement of patient care and nursing practice;
3. To recommend to the Hospital ways and means to improve patient care;
4. To make recommendations to the Hospital where, in the opinion of the Committee, a critical Nurse staffing shortage exists;
5. To consider constructively the improvement of safety and health conditions which may be hazardous.

E. Limitations

The Committee activities are advisory and are not subject to the Association grievance procedure.

F. Review Committee and Resolution of Safety and Staffing Disputes

Differences of opinion between the Committee and Administration may be referred to a Review Committee of four (4) for consideration and review.

The four (4) on the Review Committee shall be: two (2) representatives chosen by the Association, one of whom shall be an elected member of the Professional Performance Committee; and two (2) representatives of the Hospital.

Association members who are employees of the Hospital and selected to serve on this Committee shall be paid at straight time for time spent on activities pertaining to the Committee.

At the request of either party, the Review Committee shall be convened within two (2) weeks of such request.

Review Committee members may invite resource persons to attend and participate in such Review Committee meetings. Such resource persons may review all relevant information pertaining to the subject matter under consideration before the Committee and offer advice to resolve differences between the parties. The Review Committee member inviting the resource person to attend shall obligate her/his organization to compensate such resource person unless otherwise mutually agreed.

Differences may be resolved informally by the Committee or, if necessary, by a majority vote of the four (4) members of the Committee in Executive Session. Differences that cannot be resolved in this manner may be promptly referred to a mutually agreed upon health care expert compensated jointly by the parties, who shall issue a decision within fifteen (15) days of hearing the case. The findings and recommendations of the health care expert, including any possible remedy, shall be final and binding, shall be submitted in writing to the Review Committee and forwarded to the Chief Nursing Officer.

If unable to agree on a health care expert, then an arbitrator shall be selected per ARTICLE 36.

Any resolution of the Review Committee, including any decision by the neutral arbitrator must be consistent with state and federal legislation prescribing staffing levels and ratios, and the Review Committee and the arbitrator shall have no jurisdiction to fashion any remedy that imposes an obligation on the Hospital which exceeds, or is inconsistent with, or imposes an obligation greater than the requirements of Title XXII or any other state or federal law.

Either CNA or the Hospital may seek to vacate any decision of the Review Committee or of the arbitrator, under any basis permitted under state or federal law regarding private arbitration.

The process contained herein shall be the exclusive means of resolving all disputes arising under ARTICLE 24 and 33 and specifically, except to the extent either party seeks to vacate a decision under the above paragraph the parties agree to waive their rights to initiate litigation or seek administrative remedies, including unfair labor practices under the National Labor Relations Act, arising out of such disputes. The foregoing shall not apply to information requests or to Section 8(a)(3) or 8(b)(1) charges.

G. Implementation of Nursing Practice Act

Any individual(s) designated by the Hospital to implement Standardized Procedures to the Nursing Practice Act shall meet with the Professional Performance Committee to discuss proposed provisions to be included in the Standardized

Procedures prior to submission of such procedures to the approving parties identified by the Nursing Practice Act.

ARTICLE 25
FLOATING

A. All RNs will be properly oriented within their cluster and possess validated competencies prior to floating.

B. Order of Floating

Registered Nurses will float in the following order, provided that sufficient Nurses will remain in the unit/department having the necessary skills, competencies and abilities and will practice within their scope:

1. Float Pool
2. Volunteers
3. Registry
4. Travelers
5. Per Diem Nurses
6. Short Hour and Regular Nurses by seniority.

The Employer will develop a system to track float rotation accurately.

ARTICLE 26
STAFFING & NURSE-TO-PATIENT RATIOS

The Hospital shall have a system for determining staffing based on the Nurse's assessment of a patient's acuity/dependency needs in conformance with applicable state regulations, including AB 394 and the regulations effected January 1, 2004, pursuant to AB 394 (see Generic Structure Standards for DHS regulations and AB 394 language), accreditation and licensure requirements of the Joint Commission on Accreditation of Health Care Organizations and Title XXII (Division

5, Section 70213 of the California Code of Regulations). The Hospital is committed to following all state laws and regulations. Should such said laws change, the Hospital will follow the new laws.

Patient care assignments shall be consistent with state-mandated ratios and the hospital's acuity system. The staffing requirements generated by the acuity system will be reviewed every eight (8) hours prior to making staffing decisions. Consideration will be given to such variables as admissions, transfers, discharges, patient education and the psychosocial needs of the patient's family and/or other support system. There shall be no dilution of the current skill mix unless the Hospital meets and confers with the Union.

The Nursing Administration representatives to the Professional Performance Committee (PPC) and Staff Nurse representatives will be included in selection and/or modification of the acuity system used at the Hospital. The selection/modification process will include actual review of available systems and their adaptability to patient care at the Hospital (see Side Letter Agreement on Acuity and Nurse-to-Patient Ratios on page 72 of this MOU).

A staffing manual will be located on each nursing unit. The manual will contain comprehensive information, which summarizes and explains the acuity system and will be available at all times for review by Staff Nurses.

Nursing Administration and the PPC will work together to review patient care needs on a unit-by-unit basis and other staffing considerations. This process will be implemented immediately.

In the event the PPC identifies a pattern that indicates the system does not adequately address patient needs, the PPC representatives shall bring the issue to the attention of the appropriate Nurse Manager for resolution.

The Manager will provide a progress report to the PPC within two (2) weeks. If additional investigation is necessary, the parties may, by mutual agreement, extend the response time an additional two (2) weeks.

If resolution is not satisfactory, the PPC will make recommendations for action to the Chief Nursing Officer (CNO) to resolve the identified problems. The CNO, or designee, will take action within two (2) weeks and notify the PPC in writing of such action. If the PPC disagrees with the action proposed or taken by the CNO or if the CNO fails to act within two (2) weeks, the PPC may appeal the issue to the Review Committee.

Disputes under this article may be referred solely to the Review Committee referred to in ARTICLE 24.

Newly hired Nurses during their orientation, including new graduate Nurses and trainees, will not be counted in shift staffing.

The Hospital will have a rapid deployment plan in conformance with Title XXII requirements.

The Hospital may establish Clinical Resource Nurse positions to provide assistance where needed within the nursing areas. Clinical Resource Nurses shall not be counted in the acuity staffing matrices. Further, the Hospital may establish Flex Nurse (Overlap RN) positions to provide assistance in particular units, where needed. Flex Nurses shall not generally be counted in the acuity staffing matrices.

ARTICLE 27
NURSING PRACTICE

The Hospital and Nurses are committed to the highest levels of patient care in terms of the patient's health and safety. Recognizing that Registered Nurses are responsible for performing the nursing process (assessment, formulating a nursing diagnosis, planning, implementation and evaluation), the parties agree that a Nurse shall not practice or be required to practice in any manner which is inconsistent with the above or which places the Nurse's license in jeopardy. The Hospital recognizes and supports the role, practice and professional accountability of the Registered Nurse to provide safe, compassionate, and quality health services.

ARTICLE 28
IN-SERVICE EDUCATION

There shall be an In-service Education Program for Nurses at the Hospital that shall include, but not be limited to, the following:

A. Orientation

1. An organized written plan of orientation for all new hires to the philosophy, objectives, policies and procedures of the Hospital and Nursing Service.
2. An organized plan of orientation for all Nurses to the job descriptions, responsibilities and work assignments for nursing classification.
3. An organized plan of orientation for Nurses who are assigned to new units or areas.
4. Organized plans, as described above, shall be submitted by the Hospital within a reasonable time after the signing of this Memorandum of Understanding to the Association and designated Nurse Representative in writing, annually with changes and additions as they occur.
5. During any of the above orientation period, the Registered Nurse shall not be counted in the regular staffing complement and shall be under the direct supervision of a regular Staff Nurse present on the unit.
6. During the orientation period, the orientee shall not be transferred out of the unit to relieve in other areas except in emergencies.

B. Continuing In-service Education

An organized plan of In-service Education, on a regularly continuing basis, to provide information on new and expanding nursing care programs, techniques, equipment, facilities and concepts of care.

1. It shall be the intent of the Hospital to allow Nurses' attendance at all such in service programs and any other health conferences or lectures held in the Hospital on duty time provided that:
 - a. Attendance is not limited by the instructor or lecturer for reasons of space or specialized subject matter.
 - b. The Nurse notifies her/his Nurse Manager or Supervisor, in advance, or her/his desire to attend.
 - c. Effective patient care is not impaired.
2. To the extent possible, such programs will be scheduled from time to time on different shifts and before and after shift changes so as to permit Nurses working on various shifts conveniently to attend.

ARTICLE 29
CONSCIENTIOUS OBJECTION

The Hospital, in regard to therapeutic abortion procedures, shall establish a written policy recognizing the fact that a Nurse may object to participation in such procedure. Such a policy, where applicable, shall be uniform and shall be executed at the same time as this Memorandum of Understanding.

With respect to any dispute arising under such policy, the grievance procedure of this Memorandum of Understanding will apply.

ARTICLE 30
REGISTERED NURSE VACANCIES AND REPLACEMENTS

A. RN Vacancies Not Filled

If a Registered Nurse position under this Memorandum of Understanding becomes permanently vacant and is not filled, the Hospital shall notify the Association of such vacancy which remains unfilled after thirty (30) days. The Hospital shall notify the Association thirty (30) days in advance of Registered Nurse positions to be eliminated. Upon notice of either of the above, the Association may request to meet with Hospital representatives to discuss the situation.

B. RN Vacancies Filled by Non-RN

If a Registered Nurse under this Memorandum of Understanding is permanently replaced by other personnel, the grievance procedure shall be applicable only if the resulting total nursing duties and responsibilities assigned by the Hospital to the remaining Registered Nurses are unreasonable.

C. Vacancies -- Training Positions

In the event a posted position remains unfilled for three (3) calendar months, or is filled on a temporary basis by a Registry or Traveler RN for this period of time, the hospital shall provide training to a regular full-time, regular part-time, short-hour or Per Diem Registered Nurse employed by the Hospital who applies for the position but does not possess all of the listed qualifications on the position posting. Should more than one nurse ask to be trained for a position, and each is equally qualified, seniority shall prevail with respect to selection.

D. Covered of the Contract

Nothing contained herein shall supersede the definition of the collective bargaining unit contained in ARTICLE 2. Coverage of the contract.

ARTICLE 31
UTILIZATION OF SPECIALTIES IN PER DIEM ASSIGNMENTS

Any Registered Nurse who is available for Per Diem assignments may, if the Nurse desires, indicate in writing to the Nursing Office the areas of specialty due to training and/or experience. When making Per Diem assignments, the Hospital shall, if it calls the Nurse who has indicated a specialty, inform the Nurse if a position is available in such specialty.

ARTICLE 32
POSITION POSTING AND FILLING OF VACANCIES

A. Posting

Registered Nurses positions under this Memorandum of Understanding which are permanently vacated or are newly created in the Hospital shall be posted on the internet as well as simultaneously posted on three (3) additional bulletin boards within the Hospital. Those additional posting areas are currently located outside of the Human Resources offices, outside of the CCU unit, outside the second floor elevator and by the time clock on the first floor. The Hospital will notify the Union in the event these posting locations change.

Positions will be posted for seven (7) calendar days, or until filled.

B. Awarding a position to a Nurse on a Leave of Absence

A Nurse who is on an approved leave of absence in excess of thirty (30) days who is granted a position must be available to return to work within at least thirty (30) days from the date of the award, if required by the Hospital.

C. Preference in Filling Vacancies

Regular Full-time, Part Time, Short-Hour and Per Diem 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: (1) the Nurse is qualified to fill the vacant position; and, (2) approval of the application will not adversely affect patient care. Upon approval of the Nurse's application, the Nurse shall fill the position not later than thirty (30) days following such approval. This time period may be extended by the Hospital if there are extenuating circumstances.

D. Return to Previous Position

A nurse who successfully bids, and is transferred, into a new position may elect to return to their former position at any time during the first ten (10) shifts of work. Return to the former position will be accomplished as soon as possible.

E. Other Sources

If during the initial seven (7) day posting period, there is no application for the permanent or newly created position by a Nurse employed by the Hospital, the Hospital may fill the position from any source (also see Section G. Limits of Application below).

F. Temporary Filling of Vacancies

The above does not prevent the Hospital from filling the vacancy on a temporary basis up to a maximum of three (3) calendar months unless such temporary period is extended by mutual consent. The Association agrees that it will not unreasonably withhold consent to extending the temporary period.

G. Limits of Application

A regular Full-Time, Part Time, Short-Hour or Per Diem Nurse employed by the Hospital who applies for, and is awarded, a posted position may not apply for another vacancy before six (6) months unless there is mutual agreement among the Hospital, the Nurse and the Association, or the transfer has occurred as the result of a Reduction in Force..

ARTICLE 33
REFERRAL SOURCE

Once a month, the Hospital will notify the Association of any vacancies in Nurses' positions subject to this Memorandum of Understanding which have not been filled through the posting provisions of ARTICLE 32 -- Position Posting and Filling of Vacancies, and which have remained vacant thereafter.

ARTICLE 34
CROSS TRAINING PROGRAM FOR STAFF DEVELOPMENT

In anticipation of additional staffing needs or future service expansion and in an effort to decrease the amount of registry/travelers used, the Hospital shall cross train nurses in order to

develop the skills necessary for those nurses to staff the Hospital's operations. It is not intended to use cross trained staff in lieu of posting regular positions. The number of positions posted/awarded and the units on which these positions will occur will be at the Hospital's discretion.

Positions in the Cross Training/Orientation Program shall be posted in accordance with Article 32 and shall be awarded by seniority in accordance with Article 19. The posting shall indicate the unit for which a training opportunity is being provided.

Nurses that are being Cross Trained/Oriented will not be used as staff in the new unit until the cross training/orientation has been completed.

The Hospital will use its best efforts to use cross trained nurses in lieu of registry nurses.

A minimum of five (5) days of clinical cross training/orientation will be provided to each nurse cross training in another unit. If the nurse has previous experience in an equivalent/similar unit, that nurse may be given a minimum of three (3) days of cross training orientation to the new unit.

Nurses may resign from the cross training/orientation program provided they do so in writing, and with adequate notice, to their unit Manager.

The Nurse Manager, the employee being cross trained/oriented and the (main) Preceptor shall meet at least once during the cross training/orientation period to provide feedback to the employee.

A performance and self-assessment evaluation shall be given to each nurse at the completion of their cross training/orientation program.

The Hospital agrees bi-annual reviews of staffing needs in order to determine the need for additional cross training positions and will report the findings to the Professional Performance Committee (PPC).

ARTICLE 35 **NURSE REPRESENTATIVES**

A. Appointment of Nurse Representative

The Association may appoint three (3) Nurse Representatives, one (1) on each shift at the Hospital. An additional Nurse Representative may be appointed on each of the above shifts if the Hospital employs more than one hundred (100) Registered Nurses. The Hospital shall be notified in writing of such appointments.

Nurse Representatives shall be regular employees of the Hospital who shall have completed their probationary period.

The function of the Nurse Representative shall be to handle grievances and to ascertain that the terms and conditions of the contract are observed. In handling grievances, the Nurse Representative shall only deal with representatives of the Hospital designated to handle grievances. The Hospital's designated representatives are only required to meet with one (1) Nurse Representative on any grievance.

The activities of the Nurse Representative under this article shall not unduly interfere with the Nurse Representatives' work or the work of any other employees.

B. Right to Representation

The Hospital shall notify any Nurse requested to attend a disciplinary or a counseling session resulting in a written record which may be relied upon to support future disciplinary action, of the Nurse's right to Association representation.

C. Orientation of New Hires

Nurse representatives shall be allowed to participate in the organized program of orientation to acquaint new hires with the terms and conditions of the Memorandum of Understanding. Such participation in orientation will not be at Hospital expense. The Hospital shall notify the Association of the dates, times, and locations of upcoming orientation programs.

ARTICLE 36
ADJUSTMENT AND ARBITRATION

A. Association Visitation Rights

The Hospital shall allow representatives of the Association to visit the Hospital at all reasonable times to ascertain whether or not the contract is being observed and to assist in adjusting grievances. No time shall be lost unnecessarily to the Hospital, and the Association Representatives shall advise the Hospital Nursing and Personnel Offices of such visits before or at the time of entering the Hospital.

B. Grievance Procedure

STEP ONE:

A Nurse with a grievance is encouraged to discuss the matter with the Nurse Supervisor or, if necessary, with the Director of Nursing. However, if the grievance is not resolved in this matter or if the Nurse prefers to go directly to STEP TWO, the grievance shall be handled in accordance with the procedure set forth below.

If the Nurse does not go directly to STEP TWO and the grievance is not adjusted or the Nurse has not received an answer within seven (7) days of the date of the meeting with the Nurse Supervisor or the Director of Nursing, the grievance shall automatically be eligible to go to STEP TWO.

STEP TWO:

Any grievance between the Association and the Hospital or the Nurse and the Hospital shall be reduced to writing and a representative of the Association shall meet with a representative of the Hospital who is authorized to receive grievances and adjust such matters. Together they shall attempt to resolve the grievance.

No grievance shall be processed under this Article unless it has been first presented in this step within thirty (30) calendar days of the date when the Nurse as to the Nurse's grievance or the Association as to its grievance had knowledge (or in the normal course of events should have had knowledge) of the event constituting the grievance.

In the case of a discharge or suspension, no grievance shall be processed under this ARTICLE unless it has been first presented in this step within seven (7) calendar days of the discharge or suspension.

A grievance involving clerical errors may be presented within one (1) year from the date of such error.

STEP THREE:

If the grievance is not settled in STEP TWO within seven (7) calendar days from the date of its filing, the Association may by notice in writing submit the grievance to a grievance committee consisting of two (2) representatives of the Hospital and two (2) representatives of the Association. A decision by a majority of the Grievance Committee shall be binding upon the parties.

Reference to STEP THREE must be made not later than ten (10) days after the expiration of the time for settling the grievance in STEP TWO.

STEP FOUR:

1. Arbitration

If the grievance is not settled in STEP THREE within seven (7) calendar days because of deadlock in STEP THREE or because the Grievance Committee was not set up in STEP THREE, the Association may submit in writing that the matter be submitted to an impartial arbitrator for determination. The Arbitrator shall be selected from a list of arbitrators provided by the State Mediation and Conciliation Services. The Hospital and the Union shall alternately strike names with the first strike selection by a coin toss.

The submission in writing that the matter be submitted to an impartial arbitrator must be made not later than ten (10) days after the expiration of the time for settling the grievance in STEP THREE.

2. Expedited Arbitration Procedure

In cases where the parties mutually agree that it would be legally sound and practicable to utilize an expedited arbitration procedure, the following standards shall apply:

- a. The case shall be heard within ten (10) days of decision to go to arbitration.
- b. There shall be no transcript of the proceedings unless the arbitrator in her or his discretion so requires.
- c. There shall be no post-hearing briefs filed unless the arbitrator so requires.
- d. The arbitrator shall issue a bench decision unless she/he desires additional time, which shall not be longer than ten (10) days following the hearing. Thereafter, at the request of either party, the Arbitrator shall provide a brief opinion setting forth the factual and legal basis for his/her decision.

Allegations of Unsafe Staffing

Allegations of unsafe staffing conditions, including insufficient staff, improperly trained staff, etc., shall be subject to prompt review. When such an allegation is made, the responsible Hospital representative shall meet promptly with the RN(s) making the allegation. A CNA representative, Nurse representative or Hospital Human Resources representative may also be present, if available.

The parties shall review the staffing conditions and attempt to reach agreement on a resolution. If no resolution is agreed, the issue will be referred to the Review Committee as outlined in ARTICLE 24 of the Memorandum of Understanding within ten (10) calendar days or at some other mutually agreeable date.

C. Time Limit

1. Extension

The time limits may be extended by mutual agreement of the parties in writing.

2. Arbitrator's Decision

The arbitrator shall render her or his decision within thirty (30) days after the matter has been submitted to her/him unless the parties by mutual agreement extend such time limit.

D. Scope of Arbitrator's Power

The impartial arbitrator shall have no power to add to, subtract from or change any of the terms or conditions of this Memorandum of Understanding.

E. Final and Binding Decision

The decision of the impartial arbitrator shall be final and binding upon the parties.

F. Expenses of Arbitrator

Expenses of any arbitration will be shared equally by the Hospital and the Association. However, each party shall bear its own expenses of representation and witnesses.

G. No Strikes or Lockouts

There shall be no strike, slowdown or other stoppage of work by Union employees and no lockout by the Hospital during the life of this Memorandum of Understanding. However, it is expressly understood this first sentence does not apply to a sympathy strike. In the event that a strike or picket line called by another union with a collective bargaining relationship with the Hospital occurs at the Hospital due to a dispute between that Union and the Hospital, the Association recognizes its obligation to maintain essential services to the patients.

If the Hospital believes the Association has violated its obligations to maintain essential services to the patients, the Hospital shall notify the Association in writing of the violation alleged, and if the issue cannot be immediately and amicably resolved, the parties shall agree to expedited arbitration within ten (10) calendar days of the written notice to the Association.

Expedited Arbitration:

Both parties agree to attempt to resolve the issue quickly. After the alleged violation has been referred to expedited arbitration, the arbitration shall be concluded within ten (10) calendar days of referral or at some other mutually agreeable date. The arbitrator's authority is limited to determining whether the agreement has been violated, and if so, ordering the appropriate level of essential services. The Arbitrator shall be selected from a list of arbitrators provided by the State Mediation and Conciliation Services. The Hospital and the Union shall alternately strike names with the first strike selection by a coin toss.

The selection of the arbitrator shall be conditioned on his/her availability to hear the case within the specified period. The arbitration hearing shall be scheduled within that period. The arbitrator shall be requested to issue a decision within twenty-four (24) hours, which will be binding on all parties. The costs of the arbitration shall be borne equally by the parties.

It will be violation of this section if employees refuse to work in honor of a picket at the Hospital if the labor dispute about which the picket line is maintained is between the Association and/or another union and either Children's Hospital or any other employer/Hospital located on the same premises as the Hospital, so long as the Hospital is not performing struck work of the employer/Hospital with the labor dispute, and so long as the employees and suppliers of the employer/Hospital with the labor dispute use a separate entrance at the Hospital. Employees represented by the Association shall not be required to continue performing services that directly and exclusively benefit the operation of the employer/Hospital with the labor dispute.

H. Probation Period

A regular full-time Nurse may be dismissed without recourse to the grievance procedure during the first ninety (90) days of employment.

A regular Part Time, short-hour, Per Diem or temporary Nurse may be dismissed without recourse to the grievance procedure during the first four (4) months of employment or the first five hundred twenty (520) hours of work, whichever is the lesser span of time.

I. Just Cause

The Hospital shall have the right to discharge or assess disciplinary action for just cause.

J. Disciplinary Action

Disciplinary actions that are more than eighteen (18) months old shall not be relied upon for purposes of progressive discipline unless the conduct is the result of willful negligence, use of drugs or alcohol at work or are repetitive in nature.

K. Personnel Records

1. Access to Personnel Records

The Nurse and/or the Nurse Representative and/or an Association Representative if authorized in writing by the Nurse, may examine any written warning, formal evaluation or written record of an oral warning which is issued after the ratification date of this Memorandum of Understanding with respect to such Nurse. Such material is not subject to the grievance procedure unless it results in or is relied upon to support future disciplinary action. The Nurse may place in the file written comments upon such material within two (2) weeks of the time of inspection.

Authorized staff representatives of the Association shall be allowed at STEP TWO or later, upon request to the Hospital designee to inspect appropriate material in personnel files which is related to an alleged contract violation if the employee's written consent is presented to the Hospital designee. In arbitration, the Hospital will not submit any such material which it has denied right of inspection to the Association.

2. Changes in Personnel Records

In any case where agreement has been reached between the Hospital and the Association to make revisions in the personnel records, the Association shall be allowed upon request to the Hospital designee to inspect such personnel records.

L. Notice to the Association

Notice in writing of discharge or suspension shall be sent to the Association within twenty-four (24) hours of such action excluding holidays and weekends. The seven (7) calendar days provided for filing in STEP TWO shall commence from the date that the notice to the Association is postmarked.

ARTICLE 37
CHILD CARE

The Hospital and the Association agree to a committee to study childcare during the term of the contract.

ARTICLE 38
HEALTH AND SAFETY

1. Health and Safety Provisions

1. The Hospital shall provide equipment designed to assist Hospital staff in the lifting of patients. The Hospital shall make best efforts that mechanical lifts are operational and the Hospital shall continue to provide education for nurses on the procedures for use of lift equipment and devices. The function of the lift teams is to assist nurses in the lifting, re-positioning, and turning of patients (see Side Letter Agreement regarding implementation of Lift Teams on page 70 of this MOU).
2. Supportive Equipment. The Hospital shall provide lumbar support and gait belts.
3. For purposes of this Article “lift team” means Hospital employees specifically trained to handle patient lifts, re-positioning and transfers using patient transfer, re-positioning or lifting devices as appropriate for the specific patient. The Hospital agrees to comply with any and all existing laws and regulations regarding lift teams and safe patient handling. The Hospital commits to replacing any assistive staff (NST/C.N.A) who is re-assigned from duties on the floor or otherwise unavailable.
4. It is the intention of The Hospital to act affirmatively and swiftly to eliminate hazards in the workplace. Nurses shall first bring concerns about workplace hazards to the attention of their immediate supervisors. If the hazard remains, nurses shall take unresolved complaints about unsafe conditions or the hazardous nature of a particular piece of equipment, product, task or tool, etc., to the QRM. After that, if the matter is not resolved, nurses may then take their complaints to the PPC. The PPC shall compile a report about hazardous supplies or conditions containing its recommendations to the Hospital. The Hospital shall respond to the PPC's recommendations in writing, including its plan of action to respond to the hazards. If, in the opinion of the PPC, the Hospital fails to respond in a manner sufficient to eliminate the hazards, the PPC shall follow the dispute resolution procedure in Article 24 the contract.
5. The PPC shall name one registered nurse and one alternate to the Safety Committee. The Nurse committee member will be paid for all hours on Health and Safety Committee business and/or meetings. The Nurse member shall be responsible for reporting to the Professional Performance Committee or to the Local Unit Council.

6. Protocols for Lifting and Moving Heavy Objects. Protocols for moving and lifting heavy patients or equipment shall be developed and distributed on the units.
7. Ergonomic Evaluations for New Construction. Newly constructed or remodeled units where RNs work shall have ergonomic evaluations performed with staff nurse input before design plans are finalized.

2. Safe Work Environment

The Hospital will provide a safe, healthy and secure workplace including a plan for controlling visitors, a rapid response team to deal with volatile situations and visible security at change of shifts.

The Hospital shall make a good faith effort to make prudent and timely modifications to the work environment to avoid injuries resulting from undue force and exertion that could otherwise be avoided.

3. Employee Health

In conjunction with the Professional Performance Committee, the Hospital shall continue and seek to improve the employee health program.

ARTICLE 39
PATIENT CARE AND TECHNOLOGY

- A. Utilization of technology should be consistent with the provision of safe therapeutic, effective care that promotes patient safety through the ability of a Registered Nurse to follow the Nursing Process, including the exercise of clinical judgment in assessing, evaluation, planning, implementing and diagnosing and acting as a patient advocate.
- B. Technology should be utilized to safeguard patient confidentiality.
- C. The Hospital shall maintain a work environment in which technology provides skill enhancement and furthers the implementation of the nursing process defined in the Nursing Practice Act, Title 22, and the Standards of Competent Performance as defined in Title 16 including, but not limited to, the responsibility of patient advocacy. It is not the intention of the employer to replace nurses through the implementation of technology.
- D. Technology is intended to provide information and options for clinical decision making. Clinicians will maintain accountability for actual clinical decision making, including incorporating individualized patient needs, complications, and co-morbidities, as appropriate.

Prior to the implementation of new technology which will be utilized by nurses covered by this agreement, and/or technology which directly impacts the direct and indirect patient care performed by nurses, the hospital shall notify the PPC of the proposed new technology being considered. Nursing Management shall meet with the PPC upon request to ensure that the existing technology conforms with the provisions of this Article, and provides opportunities

for the nurses to have input regarding the new technologies. Input from the nurses and the PPC will be considered prior to the implementation of new technology.

ARTICLE 40
AMERICANS WITH DISABILITIES ACT

The parties recognize that there is an obligation under the Americans With Disabilities Act (ADA) to combat discrimination based on disability. It is recognized that from time to time a term or condition of employment contained in this Memorandum of Understanding may have to be modified by mutual agreement to accommodate an individual employee(s) or applicant(s) who is disabled.

Upon the request of either party the Association and the Employer shall meet and negotiate regarding the possible need to modify a provision(s) of this Memorandum of Understanding as it applies to a disabled individual(s). The disabled individual may attend such meetings. Such meetings may include other unions where appropriate. Any agreement reached shall be reduced to writing and delineate the modification and the individual or group to which it applies.

Should the bargaining process result in a disagreement between the parties over what, if any, modification to the Memorandum of Understanding is necessary under ADA, the dispute shall be submitted to final and binding interest arbitration under the arbitration provision of ARTICLE 36. The arbitrator shall have authority to fashion an appropriate remedy -- making modifications allowed by law, including back pay.

ARTICLE 41
CHANGE IN OPERATIONS

In the event of a change of ownership of Alameda Hospital, or if Alameda Hospital enters into a partnership or merger that causes a change in the ownership of the Hospital, or if the Hospital intends to implement any permanent change in operation such as, but not limited to, subcontracting or transferring a unit outside the Hospital, that materially will affect nursing staff subject to this Memorandum of Understanding, Alameda Hospital will notify the Association sixty (60) days in advance of such change, and meet at the Association's request to engage in good-faith bargaining over the impact of such change.

Alameda Hospital shall not use the sale, transfer or other mechanism for the primary purpose of evading the terms of this Memorandum of Understanding.

It will be a condition of the transfer or sale agreement that the successor employer shall recognize the Union as the bargaining representative of the Nurses.

ARTICLE 42
SAVINGS CLAUSE

If any provision of this Memorandum of Understanding or the application of such provision to any person or circumstance be ruled contrary to law by any federal or state court or duly authorized agency, the remainder of this Memorandum of Understanding or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 43
TERM OF MEMORANDUM OF UNDERSTANDING

Except as otherwise provided herein, this Memorandum of Understanding shall become effective on July 1, 2012, and shall continue in effect without change, addition or amendment through December 31, 2015. This Memorandum of Understanding shall be automatically renewed or extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Memorandum of Understanding, or subsequent anniversary date, of its desire to terminate or amend this Memorandum of Understanding. If a new Memorandum of Understanding is not reached prior to January 1, 2016, or any subsequent anniversary date thereafter, the parties may by mutual consent extend the existing Memorandum of Understanding.

Insert Signature Page

APPENDIX A

The Hospital and the Association recognize that Nurses may or may not have training and/or expertise in the following specialized areas:

- Intensive Care Unit (ICU)
- Respiratory ICU
- Coronary Care Unit (CCU)
- Post Anesthesia Room (PAR)
- Emergency Room (ER)

Except in cases of emergency, Nurses without appropriate training and/or experience shall not be assigned to such areas. Nurses may, however, be assigned to such specialized areas for training purposes.

In order to provide a greater number of qualified personnel for temporary assignment to such specialized area, the Hospital shall:

1. Provide an in-service program or other program for Nurses on staff.
2. Create and utilize a pool of regular and Short-Hour Nurses qualified to be assigned to such units as relief.
3. The Hospital shall provide the Association with a list of qualified nursing personnel available for assignment to the specialty units, _____ and updated as necessary. Registered Nurses on such list shall have the appropriate training and experience necessary for such assignment. Such list shall be fully exhausted prior to the assignment of other nursing personnel to the specialty unit under any and all circumstances.

CALIFORNIA NURSES ASSOCIATION
/s/ Hedy Dumpel, RN, JD
Director E&GW
/s/ Connie L. Bruckner, RN
/s/ Susan Sockol, RN
/s/ Paula Yanics, RN

ALAMEDA HOSPITAL
/s/ William J. Dal Cielo

DATE: December 31, 1989

DATE: December 12, 1989

APPENDIX B – STAFF NURSE III

A. Purpose

The primary function of nursing is nursing practice. It is assumed that retention of registered nurses in clinical or direct patient care is in large part dependent on the satisfaction derived through responsibility, achievement, professional growth and recognition within their practice. Staff Nurse III's are registered staff nurses who have met the criteria stated below and are recognized for their involvement in professional activities, teaching, and excellence of practice.

**ALAMEDA HOSPITAL - DEPARTMENT OF NURSING
STAFF NURSE III APPLICATION / RE-APPOINTMENT**

PRINT Name _____ Check one: INITIAL REAPPOINTMENT

ELIGIBILITY: Check off as completed

- I have been employed at Alameda Hospital full time or regular part time since _____ (at least 2 years required).
- I have at least 4 years of clinical experience as a R.N.
- I have at least 2 years experience in my specialty of _____
- At least 50% of my regularly scheduled hours are spent in direct patient care. * (see 1995 CNA Contract)

THRESHOLD REQUIREMENTS: Check off as completed

- Met Annual Performance Appraisal
- Attended at least 75% of staff meetings (if applicable)
- Completed 15 C.E. hours in clinical specialty in past two years (certificates attached)
- Three (3) recommendations on designated form
- Initial applicants only: submit a brief written statement of professional goals as a Staff Nurse III **- or -**
- Re-appointment: Submit a brief written statement describing impact of Staff Nurse III accomplishments on patient care or Nursing Department

CRITERIA: Check off as completed

- Activities total **≥10 points for initial applicants - or -**
- ≥20 points for re-appointment** (10 points every 12 months).
- Activities are indicated by checkmarks in the appropriate box or boxes in each section. Per contract, if the number of re-appointments and new applicants exceeds allotted slots, the total points achieved will be considered in filling open slots (effective 1/1/98).
- Activities have been completed within the twelve (12) months for initial applicants **- or -**
- within the past twenty four (24) months for re-application.
- Each activity requires validation; contact a committee member for questions about validation.
- Each activity is used to meet 1 requirement only.
- At least 1 activity from 2 categories has been completed

CATEGORIES AND ACTIVITIES

POINTS

Total

EDUCATION

<input type="checkbox"/> Cross-training of another RN	≤ 2 days = 1 > 2 days = 2	
<input type="checkbox"/> Mentor/preceptor (including orientation) at least 3 days per week	1 pt/week, max 4	
<input type="checkbox"/> Precepted a senior nursing student for 1 quarter or semester	2 per student	
<input type="checkbox"/> Health-related presentation to the community (each presentation)	2	
<input type="checkbox"/> Participated in Equipment Fair, Skills Fair and/or Nursing Forum for peers	1 pt / 2 hrs. max 6 each/year	
<input type="checkbox"/> Taught a class or inservice a. One-hour CE class or 1-hour roving inservice b. Nursing Update or Stroke class	a. 1 pt each, max 3 b. 1 pt each, max 5	
<input type="checkbox"/> Unit-Based Instructor, Resource or "Super-User" for EMR, BGM, equipment, competencies, etc.	1 each; max 4	
<input type="checkbox"/> Instructor Status for BLS (1 pts); ACLS, PALS, or NCI Instructor (2 pts each)	1-7; max 7	
<input type="checkbox"/> Presentation at a health-related conference (local, regional, national)	5 each	

CATEGORIES AND ACTIVITIES, continued	POINTS	Total
PRACTICE/LEADERSHIP/ROLE MODEL		
<input type="checkbox"/> Developed an educational module and/or competency for a patient condition, equipment or procedure with approval of educator	2 each	
<input type="checkbox"/> Qualified as a Dual-Role Interpreter	1per year	
<input type="checkbox"/> Coordinated an activity or function to improve morale, or to celebrate/recognize an accomplishment of a peer; or assisted with Nurses Week.	1 per activity or function; max 2/year	
<input type="checkbox"/> Certified as PICC RN; meets requirements for certification by having inserted at least one line each quarter.	1	
<input type="checkbox"/> Developed one (1) needed standard care plan, procedure, protocol, or guideline.	2 each; max 4 per year	
<input type="checkbox"/> Revised one (1) assigned standard care plan, procedure, protocol, or guideline.	1 each; max 5 per year	
<input type="checkbox"/> Received written recognition from coworkers or patient/family, e.g. Star cards, letter, etc.	1 each, max 3	
<input type="checkbox"/> Initiated and conducted a multidisciplinary patient care conference or case study. 1-4 points based on content, preparation and presentation time.	1-4	
<input type="checkbox"/> Actively participated in Hospital or Nursing Department committee or Task Force (excludes NPIC; see below) <input type="checkbox"/> Served as chairperson =1 pt / meeting	1-6 hrs = 1 7-12 hrs = 2 >12 hrs = 3 max per committee per year	
<input type="checkbox"/> Served as unit PI coordinator; attended >50% of meetings and/or performed all required duties, i.e. data collection and submission. Verified by NPIC Chair/ Coordinator.	4-6 max per year	
<input type="checkbox"/> Developed or participated in unit or hospital-wide project (e.g. PI) with manager's or Staff Nurse III Committee's approval. Total pts. depend on project - attach description.	1-3	
PROFESSIONAL DEVELOPMENT		
<input type="checkbox"/> Current membership in a professional nursing organization (AHA, AACN, AADE, etc.)	1 each, max 3	
<input type="checkbox"/> Cross-trained to a different department or specialty	2	
<input type="checkbox"/> <u>Initial applicants:</u> Current Bachelor's degree in Nursing or health-related field (explain relevance if not nursing) <input type="checkbox"/> <u>Re-application:</u> Achieves Bachelor's or Master's degree in nursing or health-related field (explain relevance if not nursing) since last application.	2	
<input type="checkbox"/> <u>Initial applicants:</u> Current Master's degree in Nursing or health-related field (explain relevance if not nursing) <input type="checkbox"/> <u>Re-application:</u> Achieves Master's degree in nursing or health-care-related field (explain relevance if not nursing) since last application.	3	
<input type="checkbox"/> Current certification in a nursing specialty (e.g., CDE, CCRN, CEN, AORN, NAACOG). Submit certification requirements.	5	
<input type="checkbox"/> Active Participation in the development of health-care-related public policy	8	
<input type="checkbox"/> Healthcare-related article or letter published in national journal (maximum 5 points); letter = 1, newsletter article = 1, journal article = 3	1-5	
<input type="checkbox"/> Completed a clinically relevant 3-unit college course within past 12 months <u>Or</u> <input type="checkbox"/> Completed > 45 CE units total	Up to 3	

CATEGORIES AND ACTIVITIES, continued	POINTS	Total
COMMUNITY INVOLVEMENT / VOLUNTEER ACTIVITIES		
<input type="checkbox"/> Health-care-related volunteer work (e.g. American Cancer Society, community forum, stroke screening, etc). Submit a letter documenting hours.	2 hrs = 1 point 4 points max	
<input type="checkbox"/> Health promotion, health research or other health-related activity or project. Submit verification and/or description to SN III Committee at least 30 days prior to application deadline. Points awarded (if any) may depend on type of activity/project, effort, relevance, etc.	1-6	
Total Points, all categories		
SN III Approval Committee Comments: 		
Staff Nurse Signature:	Date:	
Nurse Manager Signature:	Date:	

Revised: 07/99, 09/03, 11/03, 09/13

F. Procedure For Application To Staff Nurse III

1. The candidate seeking promotion or re-appointment to Staff Nurse III will be responsible for completing the promotion requirements. The applicant must submit the appropriate documentation to the Chief Nursing Officer before the deadline of each application period: March 1 & September 1. Portfolios submitted after each deadline will be considered for the next application period.
2. The Staff Nurse III Review Board shall consist of:
 - Chief Nursing Officer (ex-officio)
 - Candidate's Nurse Manager
 - Two representatives from Nursing Administration
 - Three (3) Staff Nurse III's
 - a. The Chief Nursing Officer or designee will select all administrative members to the Board including at least one (1) alternate.
 - b. Selection of Staff Nurse III's to the Board will be accomplished by soliciting consents to serve from among the current Staff Nurse III membership, beginning November 1, 1992, and every two (2) years thereafter. Staff Nurse III members will elect three (3) Staff Nurse III's and one (1) alternate by secret ballot from among those submitting consents to serve.

Elections will be held on or about December 1, 1992 and every two (2) years thereafter.
3. The promotion file must show that qualifications and criteria in sections B, C, D, and E have been met.
4. The Staff Nurse III Review Board shall review all applications received by the deadline of each application period—March 1 and September 1. Applicants will be notified of the date of the Review Board interview within fourteen (14) days of the applicable application deadline. The interview shall take place within one month—when possible— of the applicable deadline dates. Applicants will be notified in writing of the committee's decision (with reasons for denial clearly explained) within seven (7) calendar days of the interview." All promotions to Staff Nurse III will become effective with the start of the first full payroll period following the Committee's decision.

G. Maintenance Of Staff Nurse III Classification

1. All Staff Nurse III's will be evaluated every two (2) years to determine that their performance remains at the Staff Nurse III level. RN must complete activities totaling at least twenty (20) points over the 2-year span. Ten (10) months after appointment or re-appointment, the SN III will initiate a conference with his/her Nurse Manager to determine if the SN III is making adequate progress toward

- maintaining SN III status. If the Nurse Manager determines that the SN III is not making adequate progress, the SN III will be advised in writing and given 60 days to demonstrate completion of at least 10 points. If 10 points are not completed by 12 months, the SN III will revert to SN II status. If the SN III fails to initiate a conference, he/she will revert to SN II status at 12 months after appointment/reappointment. Performance standards will include maintenance of initial criteria.
2. The Staff Nurse III will send a completed portfolio to the Staff Nurse III Review Board every two (2) years, on the anniversary date of the application period which he/she became a Staff Nurse III. This date will be March 1 and September 1. The Review Board shall review the portfolio within fourteen (14) days of portfolio submission and notify the Staff Nurse III of acceptance or denial with reasons for denial (clearly explained) within one month of the committee's decision.
 3. Three (3) months prior to the bi-annual performance appraisal the Staff Nurse III initiates a conference with the Nurse Manager to discuss the upcoming evaluation.
 4. If position performance standards are not being met, the Nurse Manager will notify the Staff Nurse III of the areas of deficiency.
 5. A Nurse who no longer satisfies the Staff Nurse III requirements will be reclassified to a Staff Nurse II with full credit given for all time spent as a Staff Nurse III, as though that time had been spent as a Staff Nurse II.
 6. Transfers out of clinical specialty or reduction of hours to non-benefited status will result in the Staff Nurse III automatically reverting to the Staff Nurse II classification. A Staff Nurse III who transfers to a new specialty may be considered for promotion after one year.

H. Compensation And Tenure Placement

1. The Staff Nurse III will be compensated at a rate of five percent (5%) above the base rate for Staff Nurse II across the board at all tenure steps.
2. Upon promotion to Staff Nurse III the Nurse will remain in the same tenure step and progress to the next tenure step at the same time that he/she would have progressed when in the Staff Nurse II classification. Further tenure step movement will be in accordance with the relevant provisions of the Memorandum of Understanding.
3. Upon reclassification from Staff Nurse III to Staff Nurse II the Nurse will remain in the same tenure step and progress to the next tenure step at the same time that he/she would have progressed when in the Staff Nurse III classification. Further tenure step movement will be in accordance with the relevant provisions of the Memorandum of Understanding.

- I. The Hospital will create a committee mostly comprised of Staff Nurse III's to provide input on the threshold requirements to become a Staff Nurse III. Members of the Professional Practices Committee (PPC) may participate in an advisory capacity only. The Executive Director of Nursing Services will have the final approval of any such changes that are recommended.

**Tentative Transition Agreement between Alameda Health System (AHS) and Alameda
Hospital California Nurses Association (CNA)
June 11, 2014**

The following agreement is reached by and between the California Nurses Association (CNA) and the Alameda Health System (AHS) for purposes of memorializing the intent of the parties with respect to the affiliation effective July 1, 2014 of AHS with Alameda Hospital. AHS recognizes CNA as the exclusive collective bargaining representative for the RNs working in all job classifications it currently represents at Alameda Hospital. AHS further recognizes and adopts the current collective bargaining agreement embodying all existing terms and conditions of employment affecting bargaining unit employees, other than the terms listed as follows:

1. Health and welfare benefits shall be as described in the meeting of February 18, 2014 (see attached).

2. All employees will be treated as new hires which will encompass:
 - a. A Pre-employment Physical including drug screen if the requirements were not previously met with Alameda Health District documented with proof in their files.
 - b. A Background check if the requirements were not previously met with Alameda Health District documented with proof in their files
 - c. A 90 day introductory period of employment during which the employee is not tenured. The following will apply during the Introductory Period of Employment.
 - i. During the 90 Day Introductory Period of Employment, the normal disciplinary action process will be suspended. After the introductory period is up, the normal process dictated by the Contract and practice will resume.
 - ii. During the 90 Day Introductory Period, the first step in discipline will be a letter of warning which will document the violations or issues the specific RN is having.
 - iii. If issues of a serious nature are not corrected during the Introductory Period, the RN will be issued a termination letter providing the basis for termination.
 - iv. An informal post-termination hearing will be held in front of a three person panel. Each party will designate one panel member to serve on the three-member panel. A neutral third party will serve as the third member and chair. The neutral third party will be selected by mutual agreement between AHS and CNA.

- v. Both parties will stipulate to documents, facts and issues not in dispute at the beginning of the hearing. Each party will present their case with only a summary of what witnesses would say. The parties will have all witnesses present and available at the hearing location. Witnesses may be called by the panel.
 - vi. Upon conclusion of the case presentation and closing arguments, the panel will deliberate privately to decide what to recommend to the Executive. The Panel shall reach a majority decision to either uphold the termination or overrule the termination. If the decision to terminate is upheld and the Executive accepts the decision, the decision shall be final and binding on all parties. If the decision to terminate is overruled by the Panel, the Executive can accept, modify, or reject the panel decision and proceed to termination. An Executive decision to overrule the panel and proceed to termination shall be grievable through the regular grievance arbitration process of the contract.
 - vii. The parties recognize that the above hearing and resolution process may exceed the 90 day Introductory Period.
3. Contingent upon all current contract increases/re-openers being deleted from the contract, AHS offers the following wage increases:
 - a. Wage increase of 1% across the board effective pay period 14 of 2014
 - b. 2% across the board effective pay period 14 of 2015
4. All vacation balances will be brought over. RNs will have 50% of their sick leave balance as of June 30, 2014 credited.
5. AHS agrees to continue discussion of Charge Nurse positions in August of 2014.
6. AHS agrees that RNs can use sick leave to cover 100% of Kincare.
7. All provisions of the Agreement signed August 9, 2013 are hereby incorporated in to this Agreement. That includes the employer contribution to the Steelworkers Pension increasing to ten percent (10%).
8. The contract expiration date remains December 31, 2015.

For AHS:

[Handwritten signature]

[Handwritten signature]

Date: *6/11/14*

For CNA

Cady Bond

Elana Ricabal, RN

Karen [unclear] RN

Date: *6/11/2014*



2014 Benefits Summary

ALAMEDA HOSPITAL

MEDICAL PLANS

Alameda Health System (AHS) pays the entire cost for employees who select the Freedom of Choice plan or the Independence plan.

MEDICAL PLAN OPTIONS

- **AHS Freedom of Choice Plan.** 0 - \$15 co-pay
- **AHS Independence Plan – High Deductible/HAS.** 100% after deductible

Please note: The co-pays listed above are based on standard physician's office visits only. Please refer to your enrollment guide for other service costs.

DENTAL PLANS 100% of the premiums are paid by AHS for Delta Care and the Delta Premier PPO basic plan. Employees pay a minimal premium for the PPO Buy-Up Plan

- **Delta Dental Premier:** \$1,200 year maximum per person, \$45 deductible, 80/20 coverage.
- **Delta Dental Premier Buy-up:** \$2,000 per year maximum per person, \$45 deductible, 80/20 co-pay, includes 50% ortho coverage to a maximum of \$2,000.
- **Delta Care PMI: (Dental HMO plan-Ortho coverage).** No deductible, no annual limit. Many services covered at 100%. Please read the plan summary for more information.

VISION PLAN Vision insurance is a voluntary plan, provided by VSP (Vision Service Plan)

- Employees pay a nominal premium and all eligible dependents may be covered.
- Coverage includes a vision exam every 12 months.
- Single vision, lined bi-focal and tri-focal lenses are covered 100% every 12 months.
- Frames and contact lenses are covered up to \$200 every 12 months.
- Anti-Reflective Coating after \$40 co-pay, Progressive lenses after \$50 co-pay.
- Includes Tru Hearing coverage.

REMINDER:

You have 30 days from date of hire or eligibility date to enroll

SHARE THE SAVINGS

If you waive medical coverage offered through AHS, you may ask to receive a monthly stipend of up to \$270 through our Share the Savings program. Any employee who waives coverage must decline AHS coverage, submit an enrollment certification form, and provide proof of alternate medical coverage to be eligible for the share the savings stipend. The stipend is paid on the second pay check of each month.

Acceptable proof of alternate medical coverage (required) may include:

- A letter from your spouse/domestic partner's employer.
- A letter from your alternative insurance carrier demonstrating current coverage.
- Medical cards showing coverage dated for the current benefit plan year. (Kaiser cards are not acceptable, as they do not show an effective date.)

Decline all medical Plan coverage	\$250
Decline dental coverage	<u>\$ 20</u>
Total:	\$270

Note: Share the Savings is a calendar year, annual program. To continue to be eligible for Share the Savings, participants must reapply each year during open enrollment and comply with all the program requirements and documentation.

Please contact HR-Benefits for more information.

LIFE INSURANCE

- Based on your position, AHS pays for Basic Life Insurance in the amount of \$9,000 or \$25,000.
- Supplemental Life Insurance for an employee can be purchased in \$10,000 increments up to \$500,000 or three times the employee's annual salary, whichever is less, without evidence of insurability. Employees may purchase up to \$1,000,000 or five times the employee's annual salary; whichever is less, *with evidence of insurability* (medical underwriting).
- Supplemental Life Insurance may also be purchased for a spouse/domestic partner and eligible dependent children. *All life insurance policies are reduced by 35% at age 65.* Spouse life amounts over \$50,000 (\$150,000 maximum) require evidence of insurability and child life is a maximum of \$10,000 and covers all eligible children.

LONG-TERM DISABILITY (LTD) INSURANCE & BUY-UP OPTION

- AHS provides basic long-term disability insurance of 50% the employee's monthly salary up to a maximum of \$2,500.
- Employees may elect to "buy-up" their benefit to 66 2/3rds of their monthly salary, up to a maximum of \$10,000. Employees pay a premium for the buy-up benefit.
- LTD provides income if an employee is disabled for six months or longer.
- LTD income continues as long as the employee meets the disability requirements and until he/she returns to work, becomes eligible for social security, or retirement (subject to certain age limitations).

CRITICAL ILLNESS INSURANCE (MetLife direct enrollment)

You and your eligible dependents may purchase critical illness insurance, a cash benefit that pays in the event of a category-covered illness. The basic benefit is \$15,000* with a \$10,000 benefit for covered children. The covered categories are:

- **Category 1** incorporates certain cancer-related conditions. There are two levels of cancer coverage, depending on severity of the cancer, and coverage includes bone marrow transplant.*
- **Category 2** incorporates certain heart-related conditions such as heart attack, heart transplant, stroke and coronary artery bypass graft.*
- **Category 3** incorporates certain other covered conditions such as major organ transplant (other than bone marrow and heart transplant), and kidney failure.*

Rates are based on age. *Certain exclusions apply. Major cancers are paid at the full benefit, while minor cancers are paid at a reduced benefit.

PRE-TAX FLEXIBLE SPENDING AND COMMUTER BENEFITS

- You may pay/contribute up to \$5,000 annually for Dependent Day Care expenses.
- You may pay/contribute up to \$2,500 annually for Health Care expenses.
- Employees may elect up to \$130.00 (\$60.00 per pay period) pre-tax money per month to purchase commuter passes.
- Please contact CBA Administrators at 800-574-5448 or the Benefits Department for more information on flex spending and commuter benefits.

RETIREMENT/PENSION PLAN

- Your position and union affiliation, if any, will determine what retirement option(s) are available to you. Please contact the Benefits Department or refer to the retirement insert provided to you.

457(b) TAX DEFERRED VOLUNTARY RETIREMENT SAVING PLAN

- All employees may participate in the 457(b) tax-deferred savings program with the exception of SAN and student employees.
- The 457(b) plan is a voluntary retirement savings plan, governed by the Internal Revenue Service and has specific guidelines under which employee can contribute and withdraw funds.
- Employees eligible to participate may contribute up to \$17,500 of tax-deferred earnings for 2014.
- Employees, age 50 or over, may contribute up to \$23,000 tax deferred earnings.
- **NOTE:** Tax deferred savings plans are intended for retirement purposes only. Funds can only be withdrawn for specific emergency situations while employed. Please be advised that funds can not be withdrawn while employed, unless certain guidelines are met.
- A loan program for 457(b) participants is available. For details, please visit www.prudential.com/online/retirement. Funds are repaid through payroll deductions.

403(b) VOLUNTARY RETIREMENT SAVINGS PLAN (Both Pre and After Tax Options)

- All employees, including SAN and seasonal employees, may participate in our 403(b) tax-deferred savings program. Students are not eligible for this plan.
- The 403(b) plan is a voluntary retirement savings plan, governed by the Internal Revenue Service and has specific guidelines under which employee can contribute and withdraw funds.
- The 403(b) plan offers both pre-tax and a Roth after-tax option..
- Employees, up to age 50, who are eligible to participate may contribute up to \$17,500 and may choose either tax deferred (pre tax) or after tax contributions, or a combination of both for 2013/2014.
- Employees, age 50 or over, may contribute up to \$23,000.
- NOTE: Deferred compensation savings plans are intended for retirement purposes only. Funds can only be withdrawn, for specific hardship situations. Please be advised that funds can not be withdrawn while employed, unless certain guidelines are met.
- A loan program for 457(b) participants is available. For details, please visit www.prudential.com/online/retirement. Funds are repaid through payroll deductions.

Employees with both 457(b) and 403(b) accounts may take a loan against the monies in their accounts, up to 50% of their account balances, up to a combined limit of \$50,000. Please visit www.prudential.com/online/retirement for loan guidelines or to apply for a loan.

Employees eligible to participate in both plans may contribute up to the maximum for their age under each plan for combined maximums of \$35,000 or \$46,000.

LEAVE ACCRUAL (Regular Full-time Employees)

The current policies at Alameda Hospital regarding leave accruals will continue.

DOMESTIC PARTNERS

- Qualified domestic partners are eligible to be covered for medical, dental, vision, life insurance and critical illness under the same guidelines as an eligible spouse.
- AHS is required to report Domestic Partner employer-paid health care premiums as taxable income. Our payroll system taxes this imputed income amount** each pay period and this is reported to the IRS on the employee's W2.

Examples:

The following is an example of the additional amounts for which an employee covering a domestic partner, will be taxed. This is the amount of premiums AHS pays toward the domestic partner's elected coverages.

- **Domestic Partner: (1) \$294.09 Medical & Dental bi-weekly (check with payroll)
(2) \$272.99 Medical only bi-weekly (check with payroll)
(3) \$21.10 Dental only bi-weekly (check with payroll)

LONG TERM CARE

Benefit eligible employees may elect to enroll in Long Term Care insurance at group rates. Unrepresented employees are provided a basic plan of 3 years coverage at the \$1500 level, paid by AHS. Employees may buy-up to 6 years of coverage at up to \$6000 without evidence of insurability (medical underwriting). Employees who wish additional coverage may apply for up to lifetime coverage at up to a maximum \$9000 monthly benefit, however must pass evidence of insurability to be approved. Simple and compound inflation options are also available.

Coverage is also available for eligible family members and the coverage is portable after AHS employment, at the same group rates.

Visit <http://w3.unum.com/enroll/AHS> for more information and pricing.

EMPLOYEE WELLNESS PROGRAM

AHS provides complimentary employee wellness support through our onsite program *Passport to a Healthy Me!* Employees are encouraged to take advantage of the following:

- **DISCOUNTED GYM MEMBERSHIPS** through GlobalFit and our insurance carriers.
- **AHS-sponsored onsite activities.**
 - **Bauman Wellness Nutrition Education**
 1. *Available on every campus and at various points throughout the year in multi-week commitments.*
 2. *Wellness coaching on an individual basis with holistic wellness coaches.*
 - **Annual Step Challenge through Global Corporate Challenge**
 1. *Starts in May and lasts 100 days with 365 days of online access to education, social, and personal progress portals.*
 - **Journey to Fitness HIIT Class**
 - **Yoga**
 - **Zumba**
 - **Employee Massage**
 - **Smoothie Club**
 - **Other monthly activities as applicable**
- ***Passport to a Healthy Me!* blog (www.passport-toa-healthy-me.com)**

Wellness Program Manger Toni Sicola (510) 346-7557 x32034

EMPLOYEE ASSISTANCE PROGRAM

AHS provides complimentary employee assistance services through MHN. Employees and their immediate family members may call, toll-free, 800-227-1060, to receive assistance on any number of life issues, including domestic problems, financial difficulties, drug dependency, health issues, and community resources, among others. All calls are confidential with MHN.

EDUCATIONAL REIMBURSEMENT PLAN

Certain job-related educational programs may be eligible for reimbursement. See your contract/MOU or your manager for information and approval prior to enrolling in or attending any program for which you wish reimbursement.

Educational Reimbursement: Lisa Miller (510) 346-7505 x61224

NEED ASSISTANCE?

Call a Benefits Representative at 510-346-7557 with any questions

REMINDER!

NOTE: YOU MUST ENROLL IN OUR BENEFIT PLANS WITHIN 30 DAYS OF YOUR HIRE DATE OR THE DATE YOU BECOME ELIGIBLE FOR BENEFITS.

IF YOU FAIL TO DO SO, YOU WILL NOT HAVE BENEFITS

DEPENDENT DOCUMENTATION MUST BE RECEIVED WITHIN 30 DAYS OF YOUR HIRE DATE OR THE DATE YOU BECAME ELIGIBLE OR YOUR DEPENDENT(S) WILL BE DROPPED.

Other benefit plans available through MetLife that may be purchased on a private basis at AHS's group rates are Auto, Life, Home and Pet insurance products.

Check with your benefits representative for more information: 510-346-7557

SIDE LETTER AGREEMENT

Acuity and Nurse-to-Patient Ratios – July 1, 2006

In order to systematically report acuities and make accurate staffing decisions as required by state regulations, the parties agree that a system must be implemented that standardizes the reporting process.

It is understood that on each shift, the units' charge, coordinator, or designated RNs will calculate the patient acuity and report, on a standardized form, the acuity levels to the House Supervisor/Staffing Coordinator prior to staffing decisions being made. These staffing needs shall be documented on this form and signed off by the charge, coordinator, or designated RN in the unit, and by the House Supervisor/Staffing Coordinator. Any variances in actual staffing for that shift will also be documented on this form. These forms shall be maintained by the hospital's staffing office and shall be made accessible to the PPC and Grasp Committee members for review.

The parties agree that the implementation of a standardized procedure for the reporting of acuities shall occur no later than 90 days past contract ratification.

The parties, through the work of the GRASP Committee, have engaged in a comprehensive review and evaluation of the current acuity system, and agree that modifications and updates are necessary for more accurately determining workload measurement. More recent patient care requirements and nursing tasks need to be added to the list of nursing responsibilities, and time studies need to be performed with results incorporated into the acuity system. The parties agree that these necessary steps to refine the system shall take place no later than March 31, 2007.

The parties further agree that disagreements with respect to conditions referenced in this Letter shall be subject to the dispute resolution process outlined in Article 26 of this MOU.

SIDE LETTER AGREEMENT

If, during the life of the Agreement, the Hospital is seriously and adversely affected by Medi-Cal, Medicare, and/or private-pay patient legislation, regulation and/or reimbursement policies, the Association agrees to meet with the Hospital to discuss ways in which such financial adversity can be met and what modifications and deferrals shall be made, subject to mutual agreement.

CALIFORNIA NURSES ASSOCIATION	ALAMEDA HOSPITAL
/s/ Hedy Dumpel, RN, JD Director E&GW	/s/ William J. Dal Cielo
/s/ Connie L. Bruckner, RN	
/s/ Susan Sockol, RN	
/s/ Paula Yanics, RN	

DATE: December 31, 1989

DATE: December 31, 1989

SIDE LETTER AGREEMENT
Regarding Staffing and Patient Care Issues -- June 11, 1997

A. Patient Classification System Committee

Four members designated by the Professional Performance Committee and four representatives of Nursing Administration shall serve as the Committee required by Section 70217© of Title 22. The Committee shall meet within thirty (30) days of ratification of this Agreement and shall meet at least annually thereafter.

Differences of opinion between CNA and Nursing Administration representatives on the Committee may only be referred, by either party, to the Review Committee in accordance with Section 24 of the Memorandum of Understanding.

1. The Hospital shall implement a patient classification system, as defined in Section 70053.2 of Title 22, for determining nursing care needs of individual patients that reflects the assessment, made by a Registered Nurse as specified in Item 2, RN Scope of Practice, below, or patient requirements and provides for shift – by – shift staffing based on those requirements. The system developed by the Hospital shall include, but not be limited to, the following elements:

Individual patient care requirements

The patient care delivery system

Generally accepted standards of nursing practice, as well as elements reflective of the unique nature of the Hospital's population.

2. A written staffing plan shall be developed by the Chief Nursing Officer, or a designee, based on patient care needs determined by the patient classification system. The staffing plan shall be developed and implemented for each patient care unit and shall specify patient care requirements and the staffing levels for Registered Nurses and other licensed and unlicensed personnel. The plan shall include the following:
 - a. Staffing requirements as determined by the patient classification system for each unit, documented on a day-to-day, shift-by-shift basis.
 - b. The actual staff and staff mix provided, documented on a day-to-day, shift by shift basis.
 - c. The variance between required and actual staffing patterns, documented on a day-to-day, shift-by-shift basis.
 - d. The staffing plan shall be retained for the time period between licensing surveys, which includes the Consolidated Accreditation and Licensing Survey process.

3. The reliability of the patient classification system for validating staffing requirements shall be reviewed at least annually by a committee appointed by the Chief Nursing Officer (see first paragraph, above, for composition of the committee) to determine whether or not the system accurately measures patient care needs.
4. At least half of the members of the Review Committee shall be Registered Nurses who provide direct patient care.
5. If the review reveals that adjustments are necessary in the patient classification system in order to assure accuracy in measuring patient care needs, such adjustments must be implemented within thirty (30) days of that determination.

B. RN Scope Of Practice

A Registered Nurse shall directly provide:

1. Ongoing patient assessments as defined in the Business and Professions Code, Section 2725(d). Such assessments shall be performed, and the findings documented in the patient's medical record, for each shift, and upon receipt of the patient when he/she is transferred to another patient care area.
2. The planning, supervision, implementation, and evaluation of the nursing care provided to each patient. The implementation of nursing care may be delegated by the Registered Nurse responsible for the patient to other licensed nursing staff, or may be assigned to unlicensed staff, subject to any limitations of their licensure, certification, level of validated competency, and/or regulation.
3. The assessment, planning, implementation and evaluation of patient education, including ongoing discharge teaching of each patient. Any assignment of specific patient education, tasks to patient care personnel shall be made by the Registered Nurse responsible for the patient.

C. Patient Care Assignments

All patient care personnel, including temporary staff as described in subsection 70217(m) of Title 22 (registry staff), shall be subject to the process of competency validation for their assigned patient care unit or units. Prior to the completion of validation of the competency standards for a patient care unit; patient care assignments shall be subject to the following restrictions:

1. Assignments shall include only those duties and responsibilities for which competency has been validated.
2. A Registered Nurse who has demonstrated competency for the patient care unit shall be responsible for nursing care described in Item 2, RN Scope of Practice, above, or for providing clinical supervision and coordination of the care given by LVNs and unlicensed nursing personnel, until all the standards of competency for that unit have been validated.

Notwithstanding the above, the Hospital shall only be required to follow the most current regulations under Title 22 of the California Code of Regulations. In the event the Title 22 language set forth above is amended, this side letter shall be modified accordingly.

CALIFORNIA NURSES ASSOCIATION ALAMEDA HOSPITAL

/s/ Rose Ann DeMoro

/s/ William J. Dal Cielo

/s/ Verilee Young

/s/ Lodema Cruz

/s/ Dawn Palen

/s/ Joe Keffer

Date: June 11, 1997

/s/ Date: June 11, 1997

SIDE LETTER OF AGREEMENT

The Hospital will take immediate steps to improve the existing float pool to include an increased number of ACLS certified RNs and the replacement of vacated positions.

Within thirty (30) days of ratification the Association and the Hospital shall meet through the Professional Performance Committee to discuss and recommend solutions on strengthening the current float pool. The purpose of the meetings shall be to develop a comprehensive policy regarding the float pool to include:

- Assessment of the competencies of the current float pool.
- Identification of problem areas of the Hospital where the float pool could be of most use.
- Recommendation of solutions to problems ranging from cross training to posting of new positions and replacing vacated and previously assigned positions.
- If there is agreement that more float pool positions are needed, the positions will be posted within fourteen (14) days.

CALIFORNIA NURSES ASSOCIATION

ALAMEDA HOSPITAL

/s/ Francisco Ugarte

William J. Dal Cielo

Date: August 18, 1999

Date: August 18, 1999

SIDE LETTER OF AGREEMENT

The Hospital will create a committee mostly comprised of SN III's to provide input on the threshold requirements to become a SN III. Members of the PPC may participate in an advisory capacity only.

CALIFORNIA NURSES ASSOCIATION

CITY OF ALAMEDA HEALTH CARE
DISTRICT, DBA ALAMEDA HOSPITAL



Tim Jenkins, CNA Labor Representative



Deborah E. Stebbins, CEO

4/13/2012

Date

2/14/12

Date

5/20/2010
CNA Charge RN
Description
Mary Bond
6/21/2010

Charge Nurse Description

Position Summary:

The charge nurse reports to the supervisor and is responsible for the coordination of patient care services for the respective clinical specialty, patient population, assigned unit and/or shift. As a patient advocate and a nurse advocate, the charge nurse promotes the optimal level of patient care. The charge nurse contributes to efficient cost-effective service delivery through the coordination of the activities of the unit team members, other health team and ancillary department personnel. The charge nurse independently and proactively identifies the unit's needs and initiates the appropriate interventions. This position directs the activity of licensed and non-licensed nursing personnel, participates with orientation, education and performance review of staff. The charge nurse participates in the development and implementation of unit and department goals, works closely with medical staff leadership and performs all aspects of patient care.

The charge nurse uses organizational, clinical, communication and problem-solving skills to assist in managing the patient work flow on a daily basis. This position serves as a role model and clinical expert for the delivery of an advanced level of professional nursing care and provides leadership in developing and maintaining optimal patient care standards in the clinical setting.

- Provides a high level of professional nurse functioning by assisting and mentoring nurses in their interactions with medical staff, families, patients and other departments.
- Does not have direct patient assignment. May relieve up to nurses for meal breaks.
- Contributes to improved patient care service and systems through involvement with leaders Provides a high level of professional nurse functioning by assisting and mentoring nurses in their interactions with medical staff, families, patients and other departments. Makes assignments for individual staff members, based on competence, that promote optimal patient care and continual learning.
- Works with patient care manager to implement orientation and education plans that develop staff to function at independent and competent levels.
- Provides patient care as outlined in the staff nurse job descriptions.
- Coordinates patient care with other units, health team members and disciplines.
- Intervenes in problematic patient and family issues, attempts to resolve immediately, and reports them to the attention of the supervisor.
- Expected to maintain advanced level of practice and act as a clinical resource to staff.
- Promotes and assists staff in adhering to hospital and patient care policies, procedures, practices, standards, mission and values.
- Works with team members and preceptors to identify and meet the needs of orientees and rotating staff.
- Assists with coordination of in-services, team meetings, patient care conferences and projects as needed or directed.

- Provides input into performance reviews of all staff for that shift.
- Ensures the availability of resources needed for patient care activities.
- Works with unit staff to ensure documentation is complete, appropriate, and accurate.
- Provides input for capital equipment purchases and unit budgets.

**Tentative Agreement
Between
The City of Alameda Health Care District
Dba Alameda Hospital
And
The California Nurses Association
January 24, 2014**

Relief Nurse Duties – January, 2014

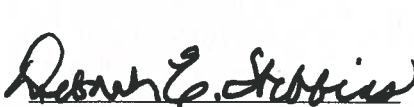
The City of Alameda Health Care District, dba Alameda Hospital and the California Nurses Association have reached a tentative agreement to insert the following language in the MOU behind the Side Letters of Agreement, after "Charge Nurse Description":

"All Staff Nurses shall be provided break relief in accordance with Title 22 regulations. The Nurse assigned to Break Relief will relieve no more than four (4) Nurses on the unit to which they are assigned, in order to leave time for their own break(s). They will also complete limited tasks which will include, but will not be limited to: rounding, acuity system, Nurse Assignments and orientation. The Hospital will use its' best efforts to avoid giving the Break Relief Nurse a patient care assignment of their own unless all efforts to bring in an additional nurse have been exhausted.

A Staff Nurse assigned to Break Relief must have a minimum of six (6) months of experience as an RN at Alameda Hospital.


Both the Hospital and the Union agree, however, that in all instances Patient Care is the first priority."

For the Hospital:



Deborah E. Stebbins
Chief Executive Officer

1/28/14
Date

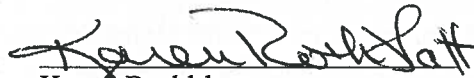
For the Union:


Carolyn Bowden
Labor Representative


1/24/14
Date


Phyllis J. Weiss
Director, Human Resources
& Ancillary Services

1/24/14
Date


Karen Rothblatt
Chief Shop Steward
Bargaining Team Member

1/24/14
Date


Clara Ricabal, RN
Bargaining Team Member

1/24/14
Date

ARTICLE 5 – COMPENSATION: WAGE REOPENER

The parties agree to re-open the MOU on July 1, 2014 and/or September 30, 2014 and/or December 15, 2014 to negotiate over the follow topics:

1. Article 5 Compensation
 - .1. Section A, Salaries
 - .2. Section D, Differentials
 - .3. Section E, Stand by and Call Back
 - .4. Section F, Relief Nurse Compensation

2. Charge Nurse

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