

AGREEMENT BETWEEN
ALAMEDA HEALTH SYSTEM
SAN LEANDRO HOSPITAL
AND THE
CALIFORNIA NURSES ASSOCIATION



NOVEMBER 1, 2013 – DECEMBER 31, 2015

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2013-2015 AGREEMENT

**ALAMEDA HEALTH SYSTEM
SAN LEANDRO HOSPITAL
AND THE
CALIFORNIA NURSES ASSOCIATION**

THIS AGREEMENT is made as of November 1, 2013 by and between ALAMEDA HEALTH SYSTEM for its SAN LEANDRO HOSPITAL, hereinafter referred to as the Hospital, and CALIFORNIA NURSES ASSOCIATION, hereinafter referred to as the Association.

PREAMBLE:

The Hospital and the Association recognize the basic function of a hospital is to provide care for the sick. The Association's basic purpose is to advance the standards of nursing practice. The Association acknowledges its responsibility for fostering high standards of nursing practice among the Nurses it represents. The Hospital seeks to achieve the highest level of employee performance and productivity consistent with safety, good health, and sustained effort. The Hospital and the Association are committed to the highest level of patient care, promoting patient's health and safety. The parties agree that a Nurse will not be required to practice in a manner that is unsafe, unlawful, or inconsistent with applicable regulations. The parties agree to use their best efforts to effectuate these objectives.

Toward these ends, the parties agree that patients, employees, managers, and their representatives will treat each other, regardless of position or profession, with dignity, respect, and courtesy. It is understood and agreed that the foregoing principles apply to providing service to patients, visitors, and other customers within the Hospital community.

The Hospital further recognizes and respects the Nurses' ethical obligation to act in employment as an advocate for patients, which includes the following:

1. Communicating with responsible Hospital authorities regarding patient safety or quality of patient care delivered at the Hospital; and,

2. Taking action in concurrence with the Hospital to improve a patient's health care; and,
3. Recommending the changing of decisions or activities which are against the interests or wishes of the patient and which may conflict with the provisions of Section 2725 of the Nursing Practice Act; and,
4. Giving the patient the opportunity to make informed decisions about appropriate alternative health care procedures before a procedure is provided; and,
5. Agreement that Nurses have not been, and will not be, required to practice in a manner, which violates established measures for patient safety or which violates state and federal law.

The parties also agree to adhere to the Advisory Statement issued by the Board of Registered Nursing (September 1994 subsequent revisions).

SECTION 1. RECOGNITION:

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

SECTION 2. COVERAGE:

Nurses covered by this Agreement are all graduate Registered Nurses and Interim Permittees employed by San Leandro Hospital, including any replacement facilities, to perform nursing services, excluding Supervisors, as defined by the National Labor Relations Act, Administrative and/or Executive personnel.

SECTION 3. NONDISCRIMINATION:

Neither the Association nor the Hospital shall discriminate with respect to employment, by reason of Association activity, race, color, creed, or national origin; nor to the extent required of the Hospital by state or federal law; by reason of gender, age, sexual orientation, disability, medical condition (cancer or genetic testing), veteran status, or on the basis of marital status.

SECTION 4. MEMBERSHIP:

- A.** The parties hereto recognize that the basic function of the Hospital is to provide care for the sick, and it is the basic purpose of the California Nurses Association to advance the standards of nursing practice to the end that better nursing may be achieved. The Hospital recognizes that the Association has responsibility for and contributes to fostering high standards of nursing practice, and through membership in the Association, the professional nursing staff in the Hospital will be improved. Therefore, the intent of the parties is to encourage membership in the California Nurses Association.
- B.** As a condition of continued employment, each Nurse shall be required no later than thirty-one (31) days after commencement of employment or thirty-one (31) days after the effective date of this Agreement, whichever is later, to join the Association or to pay the Association a service fee in an amount not to exceed the standard fee, periodic dues, and general assessments of the Association. However, any Nurse who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. Such Nurse may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to such dues, initiation fees, or agency shop fees to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by such Nurse from a list of at least three such funds designated in a memorandum of understanding between the Hospital and the Association, or if the memorandum of understanding fails to designate such funds, then to any such fund chosen by the Nurse. Proof of such payments shall be made on a monthly basis to the Hospital as a condition of continued exemption from the requirement of financial support to the Association.
- C.** The Hospital will provide the Association once annually with a list of all Nurses currently employed under this Agreement with their addresses, phone numbers, and social

security numbers, and monthly thereafter, the Hospital shall supply the Association with a written notice of the names, addresses, phone numbers, social security numbers, and classifications of all new Nurses, and the names of Nurses terminated, such notices to be furnished not later than the 10th of the following month.

- D.** During the term of this Agreement, the Hospital will honor written assignments of salaries to the Association for payment of Association dues or service fees, provided such assignments are voluntarily entered into by the Nurse, and provided such assignments are submitted in a form mutually agreed upon between the Hospital and the Association.

Normally, the deduction of such assigned salary will be made on the first pay period of each month for the then current Association dues or agency fee. However, the Association and the Hospital may make other arrangements by mutual consent.

The Hospital will promptly remit the monies deducted pursuant to such assignments, with a written statement of the names of Nurses for whom deductions are made.

The Association will hold harmless the Hospital against any claim or obligation which may be made by any person by reason of the deduction of Association dues, including the cost of defending against any such claim or obligation. The Association will have no monetary claim against the Hospital by reason of failure to perform under this Section.

- E.** The Hospital will provide the Association with thirty (30) minutes of new employee orientation time on the Hospital premises under the following conditions:
1. The Association orientation shall reflect the highest professional standards,
 2. The Association orientation is for new employees in the Association bargaining unit and is voluntary on the part of the new employees invited to attend,
 3. The Association orientation will be listed on the new employee orientation agenda whenever new

Association bargaining unit employees are among the new employees in the Hospital's new employee orientation,

4. Unless otherwise agreed upon by the Hospital and the Association, orientation will take place on the same day and in the same room as the Hospital's new employee orientation,
5. Unless otherwise agreed upon by the Hospital and the Association, the Association's orientation time will be the final module of the orientation,
6. The Association orientation shall be paid time for new employees attending the Association orientation module, as long as the Association orientation module is within an eight-hour day (excluding meal period) for the orientees. The Hospital shall use its best efforts to schedule and complete the orientation, including the Association presentation, within an eight-hour day,
7. A copy of the Association orientation materials must be provided to the Hospital,
8. The Hospital will provide prior notice to the Association of the dates of the Hospital's new employee orientation,
9. Such presentation will be for the purpose of explaining the Association's representation, the functions of the Professional Performance Committee, and providing contact information for the Association to the newly hired Nurses.

F. Political Education and Action Fund: The Hospital agrees to administer a voluntary check-off of employee contributions to the Association's political education and action fund. The program shall include the following provisions:

- Contributions to the political education and action fund are voluntary for employees;

- The Association is responsible for obtaining check-off authorization from each employee who wishes to have a voluntary payroll deduction;
- The Association shall reimburse the facility for the costs of administering the payroll deduction; and
- Each Nurse shall be provided the option of having deducted from his or her paycheck on a monthly basis one of three previously designated amounts.

SECTION 5. MANAGEMENT RIGHTS:

The Hospital reserves and retains solely and exclusively all of its same inherent rights to manage the business as it existed prior to the execution of this Agreement with the Association. Without limiting the generality of the foregoing, the sole and exclusive rights of management which are not limited by this Agreement include, but are not limited to, these rights:

To determine, and from time to time re-determine, the number and location of its facilities, and the methods, processes, staffing arrangements, equipment, programs, and materials to be employed; to discontinue the use of any processes, operations, staffing arrangements, equipment or programs or discontinue their use or performance by Nurses of the Hospital; to contract out any processes, programs, or operations or portions thereof; to determine the number of hours per day or per week operations shall be carried on; to select and determine the number, qualifications, and types of Nurses required.

Nothing in this section is intended to limit any other rights of the Hospital not specifically and expressly covered, provided that in the exercise of any of these rights, the Hospital shall not violate any provisions of the Agreement.

SECTION 6. EMPLOYMENT CATEGORIES:

A. Regular Full-Time Nurses

The regular full-time Nurse is one who is regularly employed to work a predetermined work schedule of forty (40) hours per week. Regular full-time Nurses shall accumulate and receive all fringe benefits as provided in this Agreement.

B. Regular Part-Time Nurses

A regular part-time Nurse is one who is regularly employed to work a predetermined work schedule of twenty (20) or more hours per week. Regular part-time Nurses shall accumulate and receive all fringe benefits as provided in this Agreement. A regular part-time Nurse shall be paid the same rates as set forth for regular full-time Nurses in the same ratio that the Nurse's regular schedule bears to a full-time schedule.

A part-time Nurse shall be considered a regular part-time Nurse when the Nurse has worked continuously for the Hospital for twenty (20) or more hours a week for a period of ninety (90) days. A regular part-time Nurse shall be entitled to PTO benefits (including ESL) and educational leave prorated on the basis of continuous employment for twenty (20) or more hours a week. The health benefits program provided for in this Agreement shall be provided for all regular part-time Nurses so long as they continue to work on a regular schedule of twenty (20) or more hours a week.

C. Short-Hour Nurses

- Per Diem Nurse—A Per Diem Nurse is defined as a Nurse who is employed to work a predetermined work schedule of less than twenty (20) hours per week. The Per Diem Nurse shall be available to work eight (8) shifts in a twenty-eight (28) day scheduling period including four (4) weekend shifts.
- Casual (previously known at the San Leandro Hospital as a Pool Nurse) —A Casual Nurse is defined as a

Nurse who is employed to work on an intermittent or availability basis. The Casual Nurse shall be available to work four shifts in a twenty-eight (28) day scheduling period including two (2) weekend shifts.

- Temporary Nurse—A Nurse hired as an interim replacement or for temporary work on a predetermined schedule which does not extend beyond three (3) calendar months.

Short-Hour Nurses covered in this section are ineligible for all fringe benefits (other than shift differentials, accrual of credited service towards pension benefits, and time-and-one-half pay for holidays worked), such as but not necessarily limited to, the following: group life insurance, hospital-medical-surgical insurance, and PTO/ESL benefits.

D. Probationary Period

A probationary period of ninety (90) days from date of commencement of regular employment as a Staff Nurse shall apply, during which a Nurse may be terminated for any reason which in the judgment of the Hospital is good and sufficient, other than for reasons set forth in Section 3 of this Agreement. In addition to any applicable probationary period as a Staff Nurse, an Interim Permittee shall remain in a probationary status throughout the period as an Interim Permittee. The probationary period for a new Short Hour Nurse or a Short Hour Nurse hired after a break in service shall be ninety (90) calendar days or 250 hours worked, whichever comes later, but shall not exceed six (6) months.

SECTION 7. CHANGE IN EMPLOYMENT STATUS:

When a Nurse changes from full-time to a 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 paid time off (PTO) and extended sick leave as of date of change of status, pro-rated paid time off, and extended sick leave after date of change of status.

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

1. Stay in same tenure step,
2. Further tenure step movement on next Anniversary Date set forth below in Section 8(C),
3. Pay off the earned and accrued paid time off for which the Nurse is eligible.

C. Regular Part Time to Regular Full-Time

1. Stay in same tenure step,
2. Keep same Anniversary Date for tenure and benefits,
3. Carry over paid time off and extended sick leave accumulated as of date of change of status; after date of change of status, accumulate paid time off and extended sick leave at full-time rate.

D. Short-Hour to Regular Full-Time

1. Stay in same tenure step,
2. Further tenure step movement on next Anniversary Date set forth below in Section 8(C),
3. Starts paid time off and extended sick leave accumulation at full-time rate as of date of change of status. However, if the Nurse previously was a Regular Full-Time or Regular Part-Time Nurse with no break in service, the Nurse retains, for paid time off and extended sick leave accumulations, 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 status. The Nurse also in such cases retains any unused extended sick leave accumulated while in Regular Full-Time or Regular Part-Time status.

E. Short-Hour to Regular Part-Time

1. Stay in same tenure step,
2. Further tenure step movement on next Anniversary Date provided below in Section 8(C),
3. Starts paid time off and extended sick leave accumulation at pro-rated basis as of date of change in status. However, if the Nurse previously had been a Regular Full-Time or Regular Part-Time Nurse with no break in service, the Nurse retains for paid time off and extended sick leave accumulations, 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 status. The Nurse also, in such cases retains any unused extended sick leave accumulated while in Regular Full-Time or Regular Part-Time status.

SECTION 8. COMPENSATION:

The minimum rates of pay and the respective classifications are set forth in Appendix A of this Agreement. Except as otherwise specified below, all wage and other compensation increases in this Agreement shall be effective at the start of the payroll period immediately following ratification.

- All current bargaining unit Nurses working and on the payroll as of Pay Period 1 of 2015 shall receive a one (1%) wage increase.
- All current bargaining unit Nurses working and on the payroll as of Pay Period 14 of 2015 shall receive a two percent (2%) wage increase.

A. Salary – Regular Nurses (See Appendix A):

Staff Nurse I: A Staff Nurse I is a Registered Nurse who has less than six (6) months of recent hospital, clinic, or similar nursing experience. A Staff Nurse I shall receive the Staff Nurse I rate for the first six (6) months of employment and will move automatically to the first step for Staff Nurse II upon the completion of six (6) months employment with the Hospital. Upon the completion of

one (1) year of employment with the Hospital, the Nurse will move to the second step (or 2nd Year) for the Staff Nurse II and will thereafter continue to advance each year through the remaining annual steps.

Staff Nurse II: A Staff Nurse II is a Registered Nurse who at the time she/he is first employed by the Hospital has at least six (6) months of recent hospital, clinic, or similar nursing experience.

B. Tenure Increases

Regular and Short Hour Nurses: Upon completion of twelve (12) months of continuous employment within the bargaining unit, the Nurse shall receive one year's credit towards advancement to the next higher tenure step for salary purposes.

C. Previous Experience

Newly hired Registered Nurses shall be placed on the range at the following step based on their years of previous experience:

1. Any RN who has less than three (3) years of previous experience within the last five (5) years prior to the date of employment at the Hospital shall be placed in a minimum of the 1st Step;
2. Any RN who has more than three (3) years of previous experience within the last five (5) years but less than six (6) in the past ten years prior to the date of employment at the Hospital shall be placed in a minimum of the 2nd Step;
3. Any RN who has six (6) years of experience but less than eight (8) years of experience shall be placed in a minimum of the 3rd Step;
4. Any RN who has eight (8) years of experience but less than ten (10) years of experience shall be placed in a minimum of the 4th Step;
5. Any RN who has ten (10) years of experience but less than twelve (12) years of experience shall be placed in a minimum of the 5th Step;

6. Any RN who has twelve (12) years of experience but less than fifteen (15) years of experience shall be placed in a minimum of the 6th Step;
7. Any RN who has fifteen (15) years of experience but less than twenty (20) years of experience shall be placed in a minimum of the 7th Step; and
8. Any RN who has twenty (20) or more years of experience shall be placed in a minimum of the 8th Step.

Credit for previous experience shall be given automatically where a domestic or foreign acute care hospital or U.S. Service Hospital has previously employed a Nurse.

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

D. Shift Differential

A Regular or Short-Hour Nurse assigned to evening (p.m.) shift shall receive thirteen (13%) percent of the regular Staff Nurse II rate of pay on his or her appropriate step set forth in Appendix A. A regular or Short-Hour Nurse assigned to the night shift shall receive eighteen and one-half (18.5%) of the regular Staff Nurse II rate of pay on his or her appropriate step set forth in Appendix A.

Shifts shall be defined as set forth in Section 9(B) of this Agreement.

Shift differentials will be paid for each shift that extends at least two (2) hours into the applicable premium shift for all such hours worked into the extended shift.

Notwithstanding the foregoing, a Nurse assigned to the night shift who has completed his or her assignment and who continues to work into the day shift shall receive the night shift differential for all such day shift hours worked.

Shift differentials shall be paid for time worked, not counting the half hour of cross over time necessitated by

the thirty (30) minute unpaid lunch break, if a lunch break is applicable.

A Nurse regularly assigned to a designated shift that overlaps two or more shifts defined in Section 9(B) shall receive the applicable shift differential for the hours worked on each such defined shift.

E. Weekend Differential

Nurses working shifts on weekends shall be paid a differential of twenty dollars (\$20.00) for each shift of four (4) hours or more worked on a weekend in addition to the Nurse's hourly rate of pay for the shift.

F. Stand-By and Call Back Pay

Nurses assigned to stand-by in any area of the Hospital shall be paid at the rate of ½ the straight-time rate when on stand-by. Nurses on stand-by on recognized holidays hereunder shall be paid as provided in Section 10(E). If called to work when on stand-by, a Nurse shall be compensated at time and ½ the straight-time rate as total compensation for all time worked when on stand-by except for any such hours that fall in the Nurse's scheduled straight-time hours of work. The Nurse shall also receive the shift differential for the hours paid for call back on the evening (p.m.) or night stand-by shifts. If called to work when on stand-by, a Nurse shall be guaranteed three hours of work or payment in lieu thereof.

The customary stand-by shift times are:

- 7:00 a.m. - 3:00 p.m.
- 3:00 p.m. - 11:00 p.m.
- 11:00 p.m. - 7:00 a.m.

The Hospital, in its discretion, may assign standby to commence and end at different times and for different lengths of time than those set forth above.

A regular full-time Nurse called back on his/her regularly scheduled days off under this practice shall be compensated

at the rate of time and one-half (1½) for all hours worked when called back.

G. Call-Back on Day Off While Not On Call for Grandfathered 4/5 Nurses at the San Leandro Hospital only:

A “grandfathered” 4/5 Nurse (as defined in Section 9(K)) who is called back on his/her regularly scheduled day off shall receive pay at straight time, plus a ten dollar (\$10.00) per hour premium, for all hours so worked. In the event that these hours result in such a Nurse receiving statutory overtime or if such a Nurse is otherwise receiving pay for a premium shift, the employee will be paid the overtime or premium rate and will not receive the ten dollar (\$10.00) per hour premium.

H. Call-Back after TLO

A Nurse who is called back to work on a shift for which the Nurse was temporarily laid off shall receive pay at one and one-half (1 ½) times the straight-time rate for all hours worked on such call-back.

I. Charge Nurses

1. The Hospital and the Association jointly agree that the role of the Charge Nurse is important in the overall delivery of safe, quality patient care. The primary function of the Charge Nurse is to coordinate, direct, and delegate the work on her or his unit, working in collaboration with the Nurse Manager(s), and/or House Resource/Nurse Supervisor.

2. *Charge Nurse Responsibilities:*

In collaboration with the Nurse Manager(s) and/or House Resource/Nurse Supervisor, the Charge Nurse shall have authority to adjust staffing on the unit as necessary to provide appropriate patient care, including the authority to call in a reasonable number of extra staff as needed.

The responsibilities of the Charge Nurse shall include the following:

- Making assignments;
 - Adjusting assignments, as needed;
 - Working as a liaison with the House Resource/Nurse Supervisor and/or Nurse Manager(s);
 - Serving as a resource to staff on the unit to answer questions; and
 - Facilitating patient flow.
3. A Charge Nurse will be assigned on all units and shifts.
 4. The Charge Nurse classification shall be held by a benefited Nurse and paid on a wage scale that is 6% above the Staff Nurse II wage scale, as set forth in Appendix A.
 5. Patient Assignments to Charge Nurses

Charge Nurses and Relief Charge Nurses shall not receive a patient care assignment on the following designated units and shifts, provided that the core staffing requirements of the Charge Nurse's unit are met at that time:

- OR (Day Shift);
- Emergency Department (All shifts);
- ICU (All shifts);
- Neuro ICU/Med Surg (All Shifts); and
- Med/Surg/Tele units (All shifts).

When a Charge Nurse in one of the above-identified units and shifts is assigned a patient, the Hospital shall use its best efforts to relieve the Charge Nurse of such an assignment by seeking to call in additional Nurse(s). This provision shall not preclude patient assignments to a Charge Nurse due to coverage for breaks and meal periods of other Nurses or when census is significantly lower than normal.

6. *Relief Charge Nurse*: When a Charge Nurse is absent or there is a Charge Nurse vacancy, a Relief Charge Nurse shall be assigned to fill the Relief Charge Nurse role, as provided below. Patient assignments to Relief Charge Nurses shall be consistent with those of a Charge Nurse.
 - a. Each unit shall maintain a list of Nurses who have agreed to fill the Relief Charge Nurse role. Nurses who have agreed to be a Relief Charge Nurse shall accept the Charge Nurse role when the Charge Nurse is not on duty.
 - b. Staff Nurse II Registered Nurses who are not in the Charge Nurse classification but who are assigned to the Relief Charge Nurse role shall receive additional compensation of twenty (\$20) dollars per shift. Payment for the Relief Charge Nurse premium shall be made for four (4) hours or more on each shift worked. Short-Hour Nurses shall receive such additional compensation when they are designated by the Hospital to be in charge.
 - c. Except as provided otherwise in this section, there shall be no mandatory charge assignments; however, a Nurse shall be eligible for the Relief Charge Nurse premium only for such shifts that the Nurse is assigned to act as the Relief Charge Nurse.

J. Cancellation Pay

A Nurse who is scheduled to work and who reports as scheduled but is not needed will be given four hours of work, or four hours of pay at the Nurse's straight-time rate in lieu thereof if sent home earlier.

K. Preceptor Pay

Newly hired Nurses and Nurses who have transferred to a new unit, who are assigned by nursing management to complete a formal preceptor program, will not be counted in the staffing complement while in the program. The patient assignments for the preceptor/preceptee team shall be made by the Charge

Nurse, with input from the preceptor. The length of the preceptorship shall be based on the Nurse's prior experience and/or training as determined by the Nurse Manager/designee.

A Nurse Preceptor is a bargaining unit Nurse who has been appointed to be responsible for precepting another Registered Nurse, a paramedic, or a final semester BSN/ASN student.

New Grad Nurses, Nurses transferring into a critical care unit without critical care experience, and Nurses re-entering into acute care after an absence of at least five (5) years from an acute care position shall receive preceptoring.

Nurses assigned to perform as a preceptor shall attend a preceptor training program if requested to do so by the Hospital. The cost of the training program shall be borne by the Hospital and the Nurse shall be paid her/his regular hourly rate of pay for attending the training.

Nurses assigned to perform as a preceptor, including as a relief preceptor, shall be paid a premium of two dollars and fifty cents (\$2.50) per hour for each hour worked while assigned as a preceptor under this section.

Routine orientation of a newly hired or transferring Nurse to a unit is not considered a formal preceptor program and does not qualify for preceptor pay. Orientation shall be considered routine if it is anticipated by the Hospital to be no longer than ten (10) consecutive shifts at the bedside. Orientation that was anticipated to be routine but exceeds this standard shall be treated as a preceptorship and the preceptor premium shall be paid for hours following the ten (10) day orientation.

L. Payroll Inquiries

Questions regarding payroll shall be submitted on the Payroll Discrepancy Review Form. The Hospital will use its best efforts to respond to inquiries promptly (i.e., within five business days) and to make appropriate corrections on a timely basis.

The Hospital recognizes its obligation to provide accurate paychecks to the Nurses, and the Association recognizes the Nurses' obligation to record accurately their time worked on a daily basis.

At the request of the Nurse to his or her manager, the Hospital shall provide a copy of the Nurse's payroll records for a designated period within the prior twenty-four pay periods, including any changes that have been made to his or her time card.

SECTION 9. HOURS OF WORK:

A. Straight Time and Overtime

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, excluding meal period. If a Nurse is required to work in excess of forty (40) hours in any one workweek, or eight (8) hours in any one (1) workday, the Nurse shall be paid overtime at the rate of time and one-half (1½) straight-time pay. A Nurse required to work in excess of twelve (12) consecutive hours in any one workday, excluding meal period, shall be paid overtime at the rate of double (2x) the Nurse's straight-time rate of pay for all hours worked in excess of twelve (12).

Overtime shall be offered to Nurses working within the unit and shift where the overtime is available. Seniority among such Nurses shall be the controlling consideration in granting overtime work, provided that the assignment of a Nurse to the overtime work does not impose overtime or penalty rates on the Hospital greater than those the Hospital would incur by assigning the work to another Nurse.

In accordance with the Hospital practice, there shall be no mandatory overtime except during a state of emergency declared by city, county, state, or federal authorities.

B. Shifts

The normal hours of work shall be as follows: (1) Day Shift begins at 7:00 a.m. and concludes at 3:30 p.m.; (2) Evening Shift begins at 3:00 p.m. and concludes at 11:30 p.m.; and (3) Night Shift begins at 11:00 p.m. and concludes at 7:30 a.m. the following day. Deviation from the hours of shifts established as of the date of this Agreement as entered into may be made where necessary in

the judgment of the Hospital. The Association will be notified in advance of any such deviation and the reason therefore.

See Appendix E for shift times for Nurses on Twelve Hour Shifts.

C. Extra Shifts for Regular Part-Time Nurses

Except as otherwise provided in this Agreement, a regular part-time Nurse who works any shift in addition to the number of shifts for which the Nurse is regularly scheduled (and has actually worked) during a full payroll period shall be paid twenty-five percent (25%) above the Nurse's regular rate of pay for each such additional shift worked; provided, however, that such premium pay shall not apply if the Nurse is otherwise eligible for overtime or another form of premium pay in the same shift that he or she would otherwise be eligible for the extra shift premium, or if the Nurse is a "grandfathered" 4/5 Nurse, as provided for in Section 9.L of this Agreement.

Extra shifts (i.e., after the schedule is posted) shall be offered by seniority to Nurses working within the units/clusters where the extra work is available, provided that the Nurse has given written notice to the Staffing Office (or to the OR Manager in the case of OR) of the Nurse's availability for specific dates and shifts at least four (4) hours in advance of the shift, and provided that the assignment of the Nurse to the extra shift does not impose overtime or penalty rates on the Hospital greater than those the Hospital would incur by assigning the work to another Nurse.

Extra shifts shall be offered to Nurses within the unit/cluster who give written notice by seniority: First, to Regular Nurses who lost shift(s) during that week and up to the number of shifts lost; second, to Regular Part-time Nurses requesting additional shifts; and third, to Short Hour Nurses.

In the event a Nurse has given written notice of availability and then declines offered work on the Nurse's available dates twice within a calendar month, the Nurse shall be

removed from the seniority list for extra shifts and the Nurse will not be permitted to make another application until thirty (30) days have elapsed.

An offer of extra shift work to a Nurse, if made by telephone call, shall be shown by the listing of a call or attempted call to the Nurse on the phone log of the Staffing Office. The log shall be conclusive evidence that the offer was made. Both parties agree to meet at the request of either party to discuss recurring problems associated with the process of verifying whether Nurses were contacted in the contractually appropriate order to be offered additional shifts.

D. Lunch Period and Payment for Lunch Time Worked

Full shift Nurses who are scheduled to work eight (8) hours within a spread of eight and one-half (8½) hours shall receive not less than one-half (½) hours for lunch. If such Nurse is required to work during the lunch period, such lunch 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.

When a Nurse is expressly directed to remain on duty to perform work during a lunch period, and does not receive an alternative off-duty lunch period, the Nurse shall report the lunch period as work time for review and approval by the Nurse Manager. The Hospital shall continue to provide unpaid thirty (30) minute duty-free meals in conformity with applicable California wage and hour laws, as amended from time to time. A Nurse who does not receive a thirty (30) minute duty-free meal period shall receive an additional hour of pay at her or his straight-time hourly rate as set forth in Appendix A of this Agreement. In the event that the economic penalties for missed meals and/or missed breaks change as a result of legislative, regulatory, or judicial action, the Association and the Hospital agree to meet and confer over such changes.

E. 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 the day overtime is worked and the reasons therefore on a record made available by the Hospital, and give the same to the Nurse Manager at the earliest opportunity.

F. Rest Periods

The Hospital shall continue to provide rest periods for Nurses covered by this Agreement of at least fifteen (15) minutes. The Hospital reserves the right to provide Nurses with paid breaks in excess of California's minimum requirements. A Nurse who does not receive one or both of her or his paid breaks shall receive an additional hour of pay at her or his straight-time hourly rate as set forth in Appendix A of this Agreement. In the event that the economic penalties for missed meals and/or missed breaks change as a result of legislative, regulatory, or judicial action, the Association and the Hospital agree to meet and confer over such changes.

G. Rest Between Shifts

A 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 on two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when the Nurse is off on 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 ½). This provision may be waived in writing on the request of the individual Nurse and with the agreement of the Nurse Manager, and copies of such written waivers will be given to the Nurse Representative by the Hospital. The individual Nurse may revoke such written waivers in writing at any time.

A Registered Nurse may be required to fill an assignment after a rest period shorter than described herein, in the event of an emergency. This requirement to report after a short rest period shall not serve to increase the Nurse's assigned weekly hours of work.

H. Weekends Off

1. *Definition of Weekend.* For the purpose of this section, weekend worked shall mean any shift worked between the hours of 11:00 p.m. Friday and 11:00 p.m. Sunday.
2. *Guarantee of Weekends Off.* The Hospital will use its best efforts to grant each regular full and part-time Nurse every other weekend off and will guarantee that each regular full and part-time Nurse will not be required to work more than two (2) consecutive weekends.

Further, in fixed thirteen (13) week cycles commencing with the pay period including January 1st of each year, and in succeeding fixed thirteen (13) week cycles thereafter, the Hospital guarantees that such Nurses will not be required to work more than seven (7) weekends in any such cycle. The above weekend off provisions may be waived on the written request of the individual Nurse and copies of such written request will be given to the Nurse representative by the Hospital. The individual Nurse may revoke such written request in writing at any time.

If the Hospital requires such a Nurse to work more than two (2) consecutive weekends in a row, or more than seven (7) weekends in the thirteen (13) week cycle, the Nurse will receive time and one-half (1½) the Nurse's regular rate of pay, including differential 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 seven (7) in the thirteen (13) week cycle, but these penalties shall not be duplicated for the same weekend worked.

3. *Regular Nurses with 20 Plus Years*
 - a. Effective on January 1, 2009, Regular Nurses with twenty (20) or more years of service shall be

provided on an annual basis with their choice of one of the following options:

_____ Option A: Not be required to work more than one weekend in twenty-eight (28) consecutive days; or

_____ Option B: Receive an annual bonus payment, equal to two weeks' pay for that Nurse.

- b. Under Option B, the bonus for the upcoming calendar year shall be payable during the first pay period in December.
- c. Regular Nurses shall be provided a choice of Option A or Option B during the month of October of each year. The Nurse's choice shall be effective during the next calendar year. A Nurse who fails to select an option shall continue to receive the Nurse's previously selected option or, in the absence of a prior selection, Option B.

I. Shift Rotation

After two years of employment at full-time, four shifts, or three shifts weekly, a Nurse may be scheduled on a rotating shift only upon the Nurse's individual agreement. At the conclusion of the two year period in a designated rotating shift position, the Nurse shall be offered a schedule limited to the primary shift, as designated on the posting for the position. If no such designation was made on the position posting, the schedule offered shall be on the primary shift usually worked by that Nurse. A shift rotation based on a need for the Nurse to establish competencies in the Operating Room may continue longer than the two years of the rotation if needed to establish competencies. The parties acknowledge that the position offered by the Hospital to a Nurse after the conclusion of the shift rotation period may be a lower FTE than the Nurse's rotation shift schedule.

J. Requests for Hours Reductions

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

K. Weekly Four-Shift Schedule

After completion of two (2) years of service, a regular full-time Nurse on any shift may request reduction in weekly hours to a part-time schedule of four (4) days per week. Such requests shall not be unreasonably denied by the Hospital, nor shall such schedule, once initiated, be unreasonably terminated, by the Hospital.

Absent emergency conditions, a Nurse in a 4/5 position shall be granted two (2) consecutive nights, two (2) consecutive evening, or two (2) consecutive day shifts off respectively each week. The Nurse and the Hospital may agree to waive the obligations of this paragraph.

L. “Grandfathered” Four-Fifths Nurses

The provisions of this section regarding Grandfathered Four Fifths (4/5) Nurses shall apply only to those San Leandro Hospital Nurses who were in this position as of June 28, 2004.

Grandfathered 4/5 Nurses working a four-fifths (4/5) schedule shall be eligible for full-time benefits. Except for these grandfathered Nurses, Nurses working a 4/5 schedule shall accrue benefits consistent with their schedule.

The Nurses grandfathered into a 4/5 position may continue, at their option, to work on this schedule and receive the benefits of this position. Once a grandfathered 4/5 Nurse vacates a 4/5 position at San Leandro Hospital, he or she is no longer eligible for, and may not return to, a 4/5 position with full-time accrual of benefits. A grandfathered 4/5 Nurse shall not be eligible to receive the premium set forth in Section 9(C) of this Agreement.

M. Weekly Three-Fifths Schedules

The Hospital shall maintain no fewer than twenty-five (25) three-fifths positions at San Leandro Hospital. At the

request of the Association, the parties shall meet to discuss whether the number of designated three-fifths positions should be changed due to significant changes in the number of benefited positions.

Any vacancies in the twenty-five (25) positions shall be posted for the same unit and shift on which the position previously existed. If no qualified Nurse applies for the position during the initial seven (7) day posting period, the Chief Nurse Executive and a Nurse Representative designated under Section 25 of the parties' Agreement will meet and confer to decide whether the position should be reallocated to another unit or should be posted internally and established in the unit and shift of the senior Nurse then bidding for it. If the parties are unable to reach agreement, the position shall be posted externally.

All three-fifths positions posted in the future shall remain as three-fifths positions unless agreed otherwise in writing by the parties' authorized representatives.

Nurses assigned to such positions shall be eligible for pro-rata benefits and shall be eligible for the same health program coverage, at the Hospital's expense, as is applicable to full-time Nurses.

N. Every-Weekend Benefited Positions

The Hospital and the Association recognize that quality of care is enhanced by the continuity provided by a permanent and stable work force on all shifts and on all days of the week.

To assist the Hospital in providing regular, benefited staff for weekend shifts, the Hospital may establish and post every-weekend benefited positions of twelve (12) hours per shift for three (3) consecutive shifts (Friday, Saturday, and Sunday or Saturday, Sunday, and Monday). Likewise, the Hospital may establish and post every-weekend benefited positions of twelve (12) hours per shift for two (2) consecutive shifts (Friday and Saturday, Saturday and Sunday, or Sunday and Monday). The Nurses in these weekend benefited positions shall be compensated at 1.25 times the Nurse's hourly rate of pay for the first twelve

hours worked. Overtime after twelve hours of work shall be at double the Nurse's weekend rate of pay (i.e., 1.25 x 2).

1. *Weekends Off*

One (1) out of every eight (8) weekends worked, a Nurse who requests time off shall be granted one weekend off on PTO, to be scheduled by mutual agreement between the Nurse and the Hospital. The Hospital will use its best efforts to grant the Nurse the weekend off. This section does not require the Nurse to take the time off, nor does it preclude the Nurse from requesting additional weekends off during the eight week period. The provisions of Section 9(H)(2) (Guarantee of Weekends Off) shall not be applicable to these weekend benefited positions.

2. *Shift Differential*

See Section 8(D) Shift Differential.

3. *Weekend Holiday Pay For Every-Weekend Benefited Positions*

Every-weekend benefited Nurses who work on a holiday that falls on the weekend shall be paid at 1.5 the Nurse's hourly rate of pay as forth in Appendix A for all hours worked on that holiday (i.e., 1.25 x 1.5).

4. *Holidays Off for Nurse's in Every-Weekend Benefited Positions*

Nurses in every-weekend benefited positions may take up to four (4) holidays off on weekend shifts in a calendar year.

5. *Jury Duty for Nurses in Every-Weekend Benefited Positions*

Nurses in every-weekend benefited positions who are required to be present for jury duty for a minimum of four (4) hours each of four (4) or more days in a calendar week shall be granted, at the request of the Nurse, the following weekend off. The Nurse shall be compensated at her or his regular straight-time rate of pay (1.25) up to the number of hours of the Nurse's primary work schedule when such jury

duty was served, less jury duty pay, provided the Nurse worked on the weekend before the jury duty.

6. *Non-Weekend Twelve Hour Shifts:*

See Appendix E.

SECTION 10. PERSONNEL PRACTICES:

A. Paid Time Off (PTO)

Full-time regular Nurses shall accrue Paid Time Off, commencing with their date of hire and for such periods in regular status, in accordance with the following schedule:

Length of Service	Accrual per Bi-Weekly Pay Period	Total PTO Days Earned/Year
Less than one year	8.0 hours	26
One year and less than four years	9.54 hours	31
Four years and less than nine years	11.08 hours	36
Nine years or more	12.62 hours	41

Regular part-time Nurses shall accrue paid time off commencing with their date of hire, on a pro rated basis in accordance with the above schedule.

Paid Time Off (PTO) days or hours may be used for vacation, holidays, short-term illness, family emergencies, religious observances, preventative health care, dental care, personal business, and other excused elective absences. Educational leave, bereavement leave, and jury duty are paid in addition to PTO days, and the PTO account is not charged with this time off.

PTO days begin accruing on the day of employment and then continue to accrue on the basis of hours worked and the length of service and may be used without a waiting period.

PTO hours may be used as soon as they are earned but may not be used in advance.

With the exception of emergencies or illnesses, PTO must be requested by the Nurse in advance, and agreed to in advance by the Department Head or Nurse Manager. In cases of absences for emergencies or illnesses, the Nurse shall notify the Department Head or Nurse Manager as promptly as possible.

A Nurse desiring to take PTO in blocks of five (5) days or more must make a request for the days by February 1 of each year. The Hospital shall post the resulting vacation schedule by March 31 of each year. Vacations requested during this request period are granted on the basis of seniority.

PTO must be used for all time off, except educational leave, bereavement leave, jury duty, military leave, emergency leave, and additional leave (Section 10(L)). Additional leave without pay can be granted only when all PTO has been exhausted.

The Hospital reserves the right to request absences or determine lay-offs, in accordance with the provisions of this Agreement, and such absences shall not require the use of PTO.

Twice each calendar year, the employee may elect to convert into cash the PTO time accumulated, subject to any necessary deductions taken as provided by Hospital policy, which shall be consistently applied to the Nurses and other employee groups at the Hospital. PTO hours not used or converted will be accumulated into the next year.

However, PTO hours accumulated in excess of the maximum accumulation permitted shall be cashed out to a Nurse in April and October of each year. PTO payments under this form of "mandatory" cash out shall not be subject to a deduction to avoid constructive receipt.

The maximum accumulation of PTO shall be 500 hours.

Pay for PTO hours shall be based on a Nurse's current hourly rate of pay including any shift differential, which is in effect at the time of using PTO or at the time of converting PTO to cash. Upon termination of employment with the Hospital or upon changing to per diem status, all unused PTO hours will be paid

off at the current hourly rate of pay including any shift differential in effect.

PTO hours may not be used to extend employment with the Hospital beyond the last day actually worked.

B. Extended Sick Leave (ESL)

Nurses eligible to accrue Paid Time Off shall also accrue Extended Sick Leave (ESL) at the rate of six (6) days per year of service in the case of regular full-time Nurses, and on a pro rated basis in the case of regular part-time Nurses.

1. A Nurse shall be paid from the employee's accumulated Extended Sick Leave for absences because of long-term illnesses. A long-term illness is an illness that causes an absence from work for more than four (4) consecutive days.

- a. ESL shall be used to integrate with State Disability Insurance (SDI) or Workers' Compensation payments as necessary during a long-term illness so that the employee will receive his/her regular take-home pay. Paid Time Off days may be applied when ESL days have been used up. Employees must apply for SDI or Worker's Compensation benefits when eligible.

The Hospital reserves the right to require medical verification of any such absences as a condition of payment. There is no limit to the number of ESL days that may be accrued.

2. Employees terminating employment with the Hospital, who have met the qualifications for retirement under the Hospital's Retirement Plan shall receive credit toward retirement based on the accumulated ESL days at the time of retirement in one of the following ways:

- a. An employee for whom the Hospital contributes to a retirement account, as provided in Section 20, shall receive at time of termination an additional contribution to the account equal to a percentage of the cash value of the accumulated ESL days at the time of termination; said percentage to be the same percent figure in effect for the Hospital's regular retirement contribution.

- b. An employee participating in the Hospital Retirement Plan at time of termination shall have time accumulated in the employee's ESL account reported and applied as a retirement credit.

C. Certifications and Recertification

The following conditions shall apply in certifications and recertification of Nurses:

1. The test day for the nationally recognized certifications and recertification will be paid and will not be deducted from the Nurse's education leave days. The Nurse choosing to recertify by C.E. course will be granted a day off after proof of recertification is submitted.
2. If the nationally recognized certification and subsequent recertifications are required by the Hospital for a particular unit as a condition of employment, the Hospital will reimburse the Nurse regularly assigned to that unit one hundred percent (100%) of the certification and recertifications up to a maximum of two-hundred fifty dollars (\$250) for each one so required. If the certification or recertification is not required by the Hospital, the Hospital will reimburse the Nurse for the test fee up to a maximum of two hundred dollars (\$200). Proof of certification or recertification must be submitted to the Hospital prior to reimbursement.
3. A Nurse maintaining one or more nationally recognized certifications appropriate to the Nurse's area of practice, shall receive a bonus for each hour worked, payable each pay period, in recognition of the certifications. In the case of regularly scheduled twelve (12) hour shifts, the bonus is payable on each hour worked in such shift. The bonus shall be seventy-five cents (75¢) per hour. This bonus shall apply only to those nationally recognized certifications that are appropriate and relevant to the Nurse's current position and area of practice. Nationally recognized certification to which this bonus applies excludes

certifications or re-certifications for Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), and Neonate Resuscitation Program (NRP).

4. The Hospital will offer ACLS courses free of charge to the Hospital's Nurses. Nurses should take all reasonable efforts to attend a course offered by the Hospital. If a Nurse is not able to attend such a course, the Hospital will reimburse the eligible Nurse for the costs of an ACLS course taught outside of the Hospital, up to a maximum of two hundred dollars (\$200.00). A Nurse who is receiving an initial ACLS certification shall receive pay for both days of the certification course. A Nurse who is receiving an ACLS recertification shall receive pay for up to two (2) days of the re-certification course, unless the Nurse's ACLS certification has lapsed in which case the Nurse shall receive pay for a maximum of one (1) day for the recertification course.
5. The hospital-sponsored critical care courses, including some advanced critical care courses, will be offered free of charge to all the Hospital's critical care Nurses (i.e., ICU, CCU, Neuro-ICU, Neuro Interventional Radiology, ED, L&D, OR, PACU, Trauma, and Telemetry).

D. Jury Duty

A regular Nurse who is required to serve on a jury will be paid the difference between any jury pay received and pay for the regular hours the Nurse would have worked but for the jury duty. As a condition of payment by the Hospital, the Nurse must notify the Hospital as soon as reasonably possible after receiving notice to report, and must produce a receipt from the Court that he/she has been called or served. If a night shift Nurse on telephone standby calls the court in the evening as instructed, and is further instructed to call the next morning for possible jury service that day, s/he will not be required to report to work the intervening night shift.

Nurses will be excused from regularly scheduled hours of work, and jury duty pay will be applicable, as follows:

1. *Day Shift* - A Nurse scheduled for a day shift shall return to work if jury duty on that day is for less than three (3) hours, but if jury duty exceeds that span of time, the Nurse shall be excused for the entire shift.
2. *P.M. Shift* - A Nurse scheduled for a p.m. shift shall be excused for the entire shift if jury duty on that day is for three (3) or more hours. If jury duty is for less than three (3) hours, the Nurse will qualify for jury duty pay by working a shift that day reduced by the time spent on the jury duty.
3. *Night Shift* - A Nurse called for jury duty on the same day in which the Nurse is scheduled to conclude working a night shift shall be excused for the entire shift. If the jury duty on that day is for three (3) hours or more, the Nurse shall also be excused for the entire shift commencing the same night. If the jury duty on that day is for less than three (3) hours, the Nurse shall work for the entire shift commencing that same night.

E. Holidays

The following days shall be recognized by payment of the rates set forth below for work performed on such days:

New Year's Day

Martin Luther King, Jr., Birthday (third Monday in January)

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving

Christmas

Employee's Birthday

Any of the above holidays listed for Monday observance in the U.S. Public Holiday Act (5 U.S.C. Section 6103) shall be observed on that date as prescribed in the Act.

If any of the above holidays occur on a Sunday, payment set forth below shall be observed on such Sunday, except for eligible Nurses regularly assigned to a Monday through Friday workweek, for whom the day shall be observed on the following Monday.

If a Nurse is required to work any of the aforementioned days she/he shall receive time and one-half (1½) for all hours worked on these days. A work shift shall be deemed to fall on these days when the major portion of the shift falls on such days.

Nurses who are “on-call” on any of the aforementioned days as provided in Section 9(F) shall be paid at the rate of three-fourths (3/4) the straight-time rate when “on-call” during such days.

The Hospital reserves the right to reduce scheduling of personnel as needed for the aforementioned dates, with the exception of December 25 and January 1, wherein one of these two (2) days is guaranteed off for each regular Nurse.

The Nurse’s birthday shall be recognized as a scheduled day off, if thirty (30) days advance notice is provided by the employee. Each Nurse shall be scheduled off on his/her birthday unless otherwise requested in writing and he/she waives the right to time and one-half (1½) for that day.

F. Guaranteed Days Off

The Hospital agrees to grant regular full-time and regular part-time Nurses either December 25 or January 1 as a day off.

G. Leaves of Absence

Application for a leave of absence shall be made in writing by an employee requesting leave, and leave of absence, if granted, will be approved in writing. Authorized leave of absence for any purpose shall not affect previously accumulated paid time off, extended sick leave, or tenure. A Nurse on leave of absence will continue to accrue PTO/ESL as long as there is a balance in the Nurse’s PTO/ESL account. Unless otherwise required by law, a

Nurse's anniversary date will not be adjusted for the Hospital authorized leaves of one (1) year or less.

1. *Medical Leave*

Medical leaves of absence shall be granted in accordance with Hospital policy and applicable law.

2. *Return from Leave*

- a. When a Nurse returns from an approved medical, maternity, family or association leave of absence not exceeding six months total time, or an approved personal leave, including discretionary and additional leaves, not exceeding ninety days total time, in compliance with the approved terms of the leave, such Nurse shall be assigned to the same classification, position, unit, and shift the Nurse held before the leave.
- b. If the approved medical, maternity, or family leave is in excess of six months total time and the Nurse returns in compliance with the approved terms of the leave, the Hospital will use their best efforts to, and will not unreasonably deny, return of the Nurse to the same classification, position, unit, and shift the Nurse held before the leave.
- c. The procedures for a Nurse to obtain clearance for return to work from an approved medically-related leave of absence shall comply with applicable law. Such procedures may include, where allowed by law, clearance to return to work by the Hospital's Occupational Health department. The Hospital will notify a Nurse in writing, with a copy to the Association, when a Nurse is referred to the Occupational Health department for clearance to return to work.

H. Maternity Leave

Maternity leave of up to six (6) months shall be granted to Nurses with one (1) or more years' service. This leave may be extended in particular cases up to an additional six (6) months upon mutual agreement between the Hospital and

the Nurse, and the Hospital will not unreasonably withhold its agreement. Unless so extended, the Nurse shall return to work no later than three (3) months after delivery, unless she/he is prevented from doing so by physical disability.

I. Bereavement Leave

Bereavement leave up to four (4) days (or up to five (5) days to attend an out-of-state funeral or bereavement service) shall be granted to regular Nurses after ninety (90) days of employment for bereavement leave in case of death in the employee's immediate family. A Nurse not attending a funeral or bereavement service shall be granted a paid leave of three (3) days. "Immediate Family" is defined as spouse, mother, father, daughter, son, sister, brother, grandparent, grandchild, legal guardian during employee's minority, or mother and father of a present spouse. This leave benefit shall include the domestic partner of a Nurse covered by this Agreement.

Payment for scheduled workdays, which would have been worked, shall be made for the day of the funeral, or bereavement service and the days before and after the funeral or bereavement service. In addition to receiving the above paid leave, the Nurse shall, on request, be granted an additional unpaid workday off if the funeral is in California or an additional unpaid week (5 workdays) when the funeral is out-of-state. A Nurse claiming a bereavement leave absence will sign a statement giving the date and place of funeral or bereavement service, relationship of decedent, and whether or not the Nurse attended the funeral or bereavement service.

J. Paid Educational Leave

The Hospital shall grant paid educational leave annually to a regular Nurse for attendance at educational nursing programs, provided the Nurse can be spared from service to the patients, provided that at least fifty percent (50%) of the education leave used by a Nurse under this section in a given year is directly related to the Nurse's area(s) of specialization and provided further that the balance of any education leave used is directly related to the profession.

The Hospital shall grant educational leave annually as follows:

- a. Full-Time Nurse = six (6) days;
- b. 4/5 Nurse = five (5) days;
- c. 3/5 Nurse = four (4) days.

A Nurse may accumulate, to a maximum of ten (10) days, the unused portion of her/his paid educational leave in any year in which the Nurse requested such leave, but which the Hospital was unable to grant. A Nurse who does not request such leave waives it for that year.

After seven (7) years of continuous service, unpaid educational leave up to one (1) academic year shall be granted for enrollment in an approved professional nursing education program.

The Hospital reserves the right to require reasonable proof of attendance and/or enrollment.

A Nurse shall have the option of converting any or all of the value of her accumulated educational leave to pay for tuition at educational nursing programs. To qualify for such reimbursement, the Nurse must present a bona fide receipt for tuition expenses.

The Nurse shall apply in advance in writing specifying the course, institutes, workshop or class the Nurse wishes to attend. The Nurse shall obtain written permission to attend from the department head or the department head's designee. Such leave shall not interfere with staffing. Permission for such leave shall not be unreasonably denied.

In case of popular education programs, the Hospital shall attempt to allow as many Nurses as practicable to attend, within the requirements of staffing.

The Hospital may require a Nurse to attend a course by giving the Nurse a written notice to do so, and in that case, the hours at straight time lost from work will be compensated by the Hospital, but the hours shall not be charged to educational leave.

A P.M. or Night Shift Nurse who attends educational programs, which would otherwise qualify under the educational leave and pay provisions, but fall outside the Nurse's shift, shall be excused at the Nurse's option, from either the scheduled shift immediately preceding or immediately following the program. Nurses shall be paid for such absences provided sufficient educational leave credits have been approved.

If the program occurs on a scheduled day off, another mutually agreed upon day shall be scheduled off and paid as educational leave.

K. Family Care Leave

The Hospital shall grant up to twelve (12) work weeks per year of unpaid leave, as required by the federal Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"), to regular Nurses who have completed one (1) year of service, and to Per Diem Nurses who have completed one (1) year of service during which they have worked at least one thousand two hundred fifty (1,250) hours, for the birth or adoption or foster care of a child or for the serious health condition of the Nurse or the Nurse's child, spouse, or parent. A serious health condition is as defined by the FMLA and CFRA. In the case of a regular part-time or regular full-time Nurse with at least one-year of service, the Hospital shall continue to provide the Nurse with the group health benefits to which the Nurse would have been entitled had s/he continued to work during the twelve-week period.

FMLA/CFRA leave may be granted in increments as required by law and shall be granted in increments of at least one (1) hour for recurring medical treatments, such as chemotherapy or kidney dialysis. There shall be no change in a Nurse's anniversary date as a result of taking FMLA/CFRA leave.

Where possible, the Nurse shall give the Hospital thirty (30) calendar days advance written notice of the need for FMLA/CFRA leave. A Nurse shall make a reasonable

effort to schedule leave so as not to unduly interfere with the Hospital's operations.

The Hospital shall require a medical certification as permitted by law for a leave requested for a serious health condition.

In the event a Nurse has accrued PTO and/or ESL, the Hospital shall require the Nurse to utilize the accumulated PTO/ESL for the Nurse's own illness and up to fifty percent (50%) of the Nurse's PTO/ESL that has been accumulated up to the time family leave commences for the illness of the family member, as a part of the FMLA/CFRA leave, and the twelve weeks of leave provided hereunder shall be reduced by the hours of PTO/ESL granted to the Nurse.

In the event a Nurse has depleted her or his PTO account during FMLA/CFRA leave, the Nurse shall be granted an additional two (2) weeks of unpaid leave for vacation, if the Nurse so desires. In addition, Nurses eligible for FMLA/CFRA leave under the foregoing provisions shall be entitled to up to two (2) weeks of unpaid leave within one (1) year of service for serious illnesses of a brother or sister, subject to the same conditions as are applicable to FMLA/CFRA leave.

L. Additional Leave

Unpaid leave of one (1) week (5 workdays) per year shall be granted to Nurses with one (1) or more years of continuous service, who request such leave.

M. Discretionary Leave

Leave may be authorized for longer periods or for other reasons at the Hospital's discretion.

N. Orientation and In-Service Education

The Hospital shall provide an organized plan of orientation setting forth for new hires the Hospital's philosophy, objectives, policies, and procedures and setting forth for Nurses the job descriptions, responsibilities, and work of their permanent assignments. Such organized plan shall be

provided, upon request, to the Association and Nurse Representative in writing annually, with changes and additions as they occur. The last two (2) days of such orientation period will be spent on the shift to which the Nurse is to be assigned. During the orientation period, the Nurse will not be counted on the regular staffing complement and will be under the direct supervision of a regular staff Nurse present on the unit.

The Hospital shall also provide 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. It shall be the intent of the Hospital, where possible in view of the needs of patient care, 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; and (b) the Nurse notifies the Nurse Manager in advance of a desire to attend. To the extent possible, such programs shall be scheduled from time to time on different shifts before and after shift changes so as to permit Nurses working on various shifts to attend. It is recognized by the Association and the Hospital that each Nurse has the primary responsibility for her own training and education, and the parties expect each Nurse to participate voluntarily in additional educational programs on her own time.

O. Termination Notice

A regularly employed Nurse shall give no less than fourteen (14) calendar days' notice of intended resignation; and the Hospital shall give to a regularly employed Nurse no less than fourteen (14) calendar days' notice or ten (10) paid days' salary in lieu of notice of termination in a reduction of staff. The latter provisions shall not apply to Nurses dismissed for just cause.

P. Vacancy Posting

The Hospital will ensure that position vacancies are posted on the Human Resources bulletin board, on the Hospital

website, and in a conspicuous location on the unit where the vacancy exists. Position vacancies shall be posted for not less than seven (7) calendar days. The location of the posting on the unit where the vacancy exists will be determined by the manager(s) responsible for that unit. Position postings shall be dated and identified, e.g., by number. Position postings shall be removed within a reasonable time after the vacancy has been filled not to exceed thirty (30) calendar days.

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 in the following order: first to RNs in the same unit as the vacancy; second, to RNs in the same cluster as the vacancy; third, to Nurses at the same campus as the vacancy; and fourth, to Nurses at the other campus. Preference for the position shall be afforded in the order set forth above, provided: (a) the Nurse is qualified to fill the vacant position and, (b) approval of the application will not adversely affect patient care, taking into account current knowledge, skills, experience, and required certifications as applicable. In the event a senior Nurse applicant is not selected, such applicant will be advised as to the reasons s/he was not chosen.

Upon approval of a Nurse's application for a permanent vacancy or newly created position, the Nurse shall fill the position as soon as practicable.

Positions which are to be eliminated by the Hospital because of a permanent closing of a department shall require thirty (30) days advance notice to the Association of such anticipated action.

During the posting period the Hospital will assign Nurses to the vacancies on a temporary basis.

Any regular Nurse desiring to be placed on a short hour list for extra shifts shall be permitted to do so in accordance with Section 9(C). In order to provide consistent and competent patient care, it is the intent of the Hospital to hire regular and short hour Nurses into all open positions.

However, it is understood that in areas where it is particularly hard to recruit or where there is a lengthy lead time to fill and train new staff, it may be necessary to use supplemental agency staffing for provision of patient care. It is not the intent of the Hospital to use supplemental agency staffing, such as travelers, to avoid the terms of this Agreement. Any qualified Nurse bidding on a position occupied by a Traveler Nurse shall be awarded the position, and such a Traveler Nurse shall be reassigned to another available position within the Hospital for which he or she is qualified. Prior to extending the contract of a traveler nurse for a period longer than a thirteen (13) week assignment, the Hospital shall offer employment to the traveler nurse, subject to the Hospital's standard hiring procedures.

Any interim position of thirty (30) days or more that the Hospital intends to fill other than with short hour or float Nurses shall be subject to the posting requirement set forth in (1) above.

Q. Hiring For Licensed Positions

It is the intent of the Hospital to hire Registered Nurses into all available positions requiring nursing licensure in the following locations:

- At the San Leandro Hospital, in Medical/Surgical units on the 2nd and 3rd floor, ICU, and ER units.

R. Schedule Posting

Time schedules and days off shall be posted two (2) weeks in advance.

Applying the factors customarily used by the Hospital, the Hospital shall assign shifts to Nurses on the schedule to meet core staffing levels in the following order:

1. Regular benefited Nurses working up to their FTE;
2. Per Diem Nurses working up to their FTE status;
3. Regular Nurses requesting extra, non-overtime shifts;
4. Per Diem Nurse working extra, non-overtime shifts;

5. Casual and Temporary Nurses, as defined by Section 6(c); and
6. Registry and Travelers.

Seniority shall be a primary factor in assigning shifts, assuming appropriate competency requirements are met. Requested schedules may be modified to meet core staffing needs and skill mix. It is not the intent of the parties that this provision change the existing procedures regarding the preparation of schedules, including the granting of requested days off.

S. Reports and Accrued Benefits

The Hospital shall furnish each regular Nurse, annually, if the Nurse requests, with a summary of the Nurse's accrued paid time off, educational leave, and extended sick leave accumulated and remaining to the Nurse's credit.

T. Floating

Floating shall be in accordance with applicable provisions of Title 22 of the California Code of Regulations, as amended from time to time, and shall be consistent with the Nurse's validated competencies. A Nurse who has floated shall have his/her competencies validated on the receiving unit prior to an unrestricted assignment. In the event a Nurse feels that s/he lacks competency for an assignment, the Nurse shall so inform the immediate supervisor. At the request of a Nurse, the Unit Manager or supervisor shall make an assessment of the Nurse's assignment to ensure that the Nurse is appropriately assigned in accordance with the Hospital standards and applicable provisions of Title 22 of the California Code of Regulations. While such assessment is being made, the Nurse may be assigned to nursing care duties that the Nurse and the Unit Manager or supervisor agree are clearly within the Nurse's capabilities.

Orientation for floating shall include one orientation shift for floating to Med Surg (3rd floor) or DCS (2nd floor) but shall not be required when a Nurse floats from one of these units to the other. For floating to one of the following specialty units, orientation of the Nurse shall be two

orientation shifts: ICU, ED, Procedure Room, PACU, and Holding area.

Orientation shall include a shared assignment on the unit with a Resource Nurse or another Nurse. Nurses in orientation for purposes of floating shall not be counted in productive hours during such orientation.

Nurses floating to a unit outside the Nurse's unit/cluster shall receive the orientation contemplated by this section, unless the Nurse has previously floated to the unit. If eighteen (18) or more months have elapsed since the Nurse has worked in the unit, a reorientation of at least eight (8) hours shall be provided as described above. Except as provided in Section 10(X) (Short Term Layoffs), floating outside of the Nurse's Cluster, will be voluntary. Nurses, by majority vote, shall select a float procedure of either by seniority or a rotational system. Elections for float procedures shall not be allowed more than once per calendar year in any unit.

U. House Float Positions

The Hospital shall post and make every reasonable effort to fill new positions with Nurses who have the competencies necessary to "float the house" and thereby provide additional, needed support and backup. The house float Nurse positions contemplated by this paragraph shall not be included in the Hospital's staffing matrix.

The Hospital shall establish no fewer two (2) eight-hour shift positions at the San Leandro Hospital (one for primarily days, and one for primarily evenings). During the ninety day period following ratification of this Agreement, the Hospital shall have the right to determine the specific hours of coverage for the positions. Thereafter, the hours of the positions shall be determined pursuant to the procedures of Section 9(B). The house float Nurses may be Nurses who are in the Hospital's float pool.

The Hospital and the Association will cooperate with one another in the development and/or periodic revision of the house float Nurse job description.

V. Seniority

1. *Accumulation of Seniority:* Seniority shall be based upon accumulated length of service within the bargaining unit.
2. *Seniority as a Regular Nurse:* A Regular Nurse shall be credited with one (1) full year of seniority for each year of employment as a Regular Nurse, and on a pro rated basis thereof for a partial year of work. In cases of ties of seniority for Regular Nurses, the Nurse's most recent date of hire shall determine the order on the seniority list. If the most recent dates of hire are the same, the employment application date shall determine the order of seniority.
3. Seniority as a Short Hour Nurse:
 - a. Prior to the pay period that includes January 1, 2007, Short-Hour Nurses shall accumulate Seniority according to the following:
 - i. One (1) year of Seniority for each one thousand two hundred (1,200) hours worked during any rolling three year period, but no more than one year of seniority for each calendar year within the rolling three year period.
 - b. Effective on the pay period that includes January 1, 2007, each Short Hour Nurse shall accumulate one (1) year of Seniority for each calendar year in which the Short Hour Nurse has received pay for one thousand (1,000) hours.
 - i. Hours paid in excess of one thousand (1,000) hours do not carry over to the following year.
 - ii. Short Hour Nurses who are paid for less than one thousand (1,000) hours during a calendar year shall accumulate hours paid from year to year until the Nurse has accumulated at least one thousand (1,000) hours by the end of a calendar year. Any

hours that have accumulated above one thousand (1,000) by the end of the calendar year shall not roll over to the next calendar year.

- c. Seniority of Short-Hour Nurses shall be calculated only annually on a calendar year basis, using the Hospital's payroll periods that most closely align with the calendar year.
4. *Transferring Seniority Between Units:* A Nurse transferring from one unit to another shall be credited in the new unit with all previously accumulated seniority.
 5. *Seniority for Bidding for Job Vacancies:*
 - a. Regular and Short-Hour Nurses shall be placed on a common seniority list for filling permanent vacancies or newly posted positions. For all other purposes, only Seniority accumulated in the Nurse's current status (Benefited or Short Hour) shall be used.
 - b. For job bidding purposes only, seniority credit earned in both benefited and Short Hour status will be combined when applying to fill a regular vacancy.
 6. *Breaks and Adjustments in Seniority:*
 - a. Seniority shall not apply to any Nurse until the Nurse has been employed by the Hospital for a period of ninety (90) days.
 - b. Thereafter, seniority will be broken by dismissal for just cause, voluntary quitting, severance, or twelve (12) consecutive months of unemployment.
 - c. In cases where seniority is broken, the Nurse shall, upon re-employment, be considered as a new employee.
 - d. RNs who transfer out of a bargaining unit position and then back without having terminated

employment with the Hospital will have their seniority and salary anniversary date restored excluding the time spent in the non-bargaining unit position. Such Nurse will be placed on the same step of the range they were on when they transferred out.

7. *Seniority List:* The Hospital shall maintain seniority lists. An updated master and unit seniority list shall be provided to all units annually.

W. Clusters and Units

At San Leandro Hospital, the cluster is defined as the entire campus. In addition, the units at San Leandro Hospital shall be defined as the following:

- ICU
- 2nd and 3rd Med-Surg
- Surgery
- PACU/Pre-Op/Procedure Room
- Emergency Department

X. Short Term Layoff

1. *Definition:* A short-term layoff is one that the Hospital expects to be for fourteen (14) days or fewer.
2. *Application of Seniority:* Seniority shall be applied within each of the units and within each affected shift in that unit, in a short-term layoff. In units that include overlapping shifts, the seniority of Nurses working such overlapping shifts will be compared to the seniority of Nurses working the affected regular shift, *provided, however*, that the Hospital will not be required to assign a Nurse from an overlapping shift to a position involving penalty or overtime rates not required for other Nurses.
3. *Order of Short Term Layoff:* In the event it becomes necessary to implement a temporary reduction in force/temporary layoff (TLO), the Hospital shall

reduce staffing in the reverse order of seniority on each unit/cluster and shift in the following order, *provided, however*, that seniority shall not control when a less senior Nurse who would otherwise be displaced possesses essential skills that the more senior Nurse does not have:

- a. Registry Nurses/Agency Nurses
- b. Nurses working overtime
- c. Volunteers
- d. Nurses working an extra shift
 - i. Casuals
 - ii. Per Diems
 - iii. Regular
- e. Casual Nurses
- f. Per Diem Nurses
- g. Regular Nurses

For purposes of this section, an “extra” shift shall mean more than one shift per week for a Casual Nurse and more than two shifts per week for a Per Diem Nurse.

New Grad Nurses who are in a preceptor program are excluded from short-term layoffs.

4. A qualified Regular Nurse on short-term layoff from within one of the designated units/clusters in Section 10(W) may replace a Short-Hour Nurse in any unit or a Regular Nurse working an extra shift in the unit or cluster the Nurse is laid off from. However, the Hospital continues to have the right to require floating as set forth in Section 10(T).
5. Per Diem Nurses scheduled for up to two (2) shifts per week cannot be bumped by a Regular Nurse working an extra shift.

6. Limitations on Short Term Layoffs: The Hospital shall not consider there to be an overstaffed situation (and thereby subject a Nurse to a short term layoff) unless:
 - a. The Charge Nurses who are both (i) within the RN's cluster, and (ii) in a unit identified in Section 8(J)(5), are free of patient assignments (not including break and meal relief assignments);
 - b. Each unit within that cluster has licensed Nurse coverage for meal and break relief; and
 - c. No registry or traveler RN is performing nursing duties on the campus where the RN is slated for cancellation, provided the RN has the established competencies to substitute for the registry or traveler RN.
 - d. In the event that the above conditions are met and an overstaffed situation still exists in which RNs would be involuntarily subject to short-term layoff, the Hospital agrees that the designated number (as set forth below) of RNs who otherwise would have been subject to a short-term lay off instead shall be reassigned by the Hospital to other duties, as determined by the Hospital.
 - i. The designated number of RNs shall be one (1) on each shift. This Nurse would be the most senior on the shift who would otherwise be subject to cancellation.
 - ii. Notwithstanding other provisions of this Agreement, the alternative duties that may be assigned to a Nurse who otherwise would have been cancelled may be either within or outside of the RN's cluster, including but not limited to acting as a resource nurse, a break relief nurse, performing chart audits, or taking patient assignments for which the Nurse has competencies.

- iii. RNs can elect to be cancelled in lieu of accepting reassignment under this provision, but must notify the staffing office without delay of their election.

Y. Indefinite Layoff

1. *Definition:* Indefinite layoffs are layoffs that the Hospital expects to exceed fourteen (14) days or they are layoffs commencing on the fifteenth day of a short-term layoff.
2. *Order of Layoff:* In the event that it is necessary to layoff Nurses due to lack of work, including position elimination or involuntary reduction in scheduled hours, layoffs shall be conducted on the basis of the seniority of the Nurse(s) working on the affected unit.

The Hospital shall reduce the use of Nurses in the various personnel categories in the following order (recall of Regular Nurses is in the reverse order): First, probationary, then temporary, then short-hour, then regular. The layoff shall continue successively within each category in the order of least senior toward most senior until the needed reduction in the number of nursing care hours has been achieved.

A Regular Nurse shall receive at least two (2) weeks notice of an indefinite layoff or pay in lieu of such notice for all hours the Nurse would have been scheduled during the two week period.

It is the intent of the Hospital to attempt to avoid indefinite layoffs through volunteers. A volunteer who accepts indefinite layoff shall be eligible to receive severance, as provided by Section 10(Z).

3. Regular Nurses who are subject to indefinite layoff shall, in lieu of layoff, be offered, in order of seniority the following options:
 - a. Any vacancy for which the Nurse is qualified as set forth in Section 10(P) and has the requisite seniority.

- b. The position of any less senior Nurses within the Hospital for which the bumping Nurse is qualified, taking into account current knowledge, skill, experience, and/or required certification as applicable.
 - i. If the Nurse has such ability, s/he shall be given up to fifteen shifts of orientation in the new position as well as customary time to obtain required certifications as applicable.
 - ii. If it is determined before or during any orientation period that the Nurse does not have the ability to perform the work, s/he may be reassigned to another position on a seniority basis. The Hospital's decision is grievable.
 - iii. If necessary, the scheduled hours of the position will be adjusted to match her/his schedule.
- c. Before a Nurse is offered vacancies or bumping opportunities, the Nurse will be provided a description of the available vacancies or positions held by less senior Nurses which include the unit, shift, and number of scheduled hours. The Nurse shall notify the Hospital of her/his preferences. In exercising seniority rights under Step (b) above, the Nurse will be offered a position consistent with his/her seniority and stated preference.
- d. Nurses displaced by this procedure shall have successive rights as outlined herein until the least senior Nurses are affected.
- e. Benefited Nurses who are reduced to Short-hour status as a result of an indefinite layoff, will be given preference for work, up to their previous scheduled hours, over other Short-Hour Nurses for up to twelve (12) months. Any such Nurse who accepts casual work will continue to be covered under the Hospital's health program, at

the Hospital's expense for coverage of the employee and eligible dependents, for the calendar month following the month during which the layoff occurs.

Z. Severance

Regular Nurses who are permanently laid off as a result of a reduction in force shall be entitled to severance pay in the following amount, provided they choose to waive all further seniority rights to reinstatement to their jobs:

6 mos. to 4 years: 2 weeks
5 - 9 years: 3 weeks
10 - 14 years: 4 weeks
15 - 19 years: 6 weeks
20 - 24 years: 7 weeks
25 - 29 years: 8 weeks

Thereafter, the Hospital shall pay one additional week of pay for each 5 year increment past 29 years. To qualify for severance pay, the employee must sign a waiver of reinstatement rights within thirty (30) days of the commencement of the layoff.

SECTION 11. PROFESSIONAL PERFORMANCE COMMITTEE:

A Professional Performance Committee shall be established at the Hospital.

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 Committee of action taken.

The Professional Performance Committee shall be composed of eight (8) bargaining unit members.

The Professional Performance Committee shall schedule one (1) regular meeting per month and may schedule additional meetings in a given month. PPC members shall be entitled to a cumulative maximum of sixty-four (64) hours per month for the entire PPC at the straight-time rate for the purpose of attending such meetings and carrying out the work of the PPCs. The

cumulative maximum per month shall be allocated as up to a maximum of 16 hours per month for any one member of the PPC and up a maximum of 8 hours per month for each other member of the PPC, for a combined total of all PPC members of no more than sixty-four (64) hours per month. The PPC will notify Administration within two (2) business days of the PPC meeting which Nurses are to be paid and the number of hours, not to exceed the monthly maximum per member. Except as otherwise required by law, such payments shall not constitute time worked for any purpose under this Agreement. Such meetings shall be scheduled so as not to conflict with the routine. The Professional Performance Committee shall prepare an agenda and keep minutes of all meetings, a copy of which shall be provided to each Nursing Department head. Once per quarter, the Chief Nurse Executive shall meet with the Professional Performance Committee at one of its regularly scheduled meetings. In the event the Professional Performance Committee directs suggestions or recommendations to the Hospital, the Hospital will direct a written response to the Committee within thirty (30) days.

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 Chief Nurse Executive, who may also attend. Such parties agree to meet with the Committee within a reasonable time convenient to all parties.

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

The objectives of the Professional Performance Committee shall be:

- To consider constructively the professional practice of Nurses and Nurses' Assistants.

- To work constructively for the improvement of patient care and nursing practice.
- To recommend to the Hospital ways and means to improve patient care.
- To make recommendations to the Hospital where, in the opinion of the Professional Performance Committee, a critical Nurse staffing shortage exists.
- To participate in an annual review of the acuity system.

The Professional Performance Committee will exclude from any discussion, contract grievances or any matters involving the interpretation of the contract. The Committee's activities are advisory and are not subject to the grievance procedure.

Differences of opinion between the Professional Performance 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: The Executive Director of the Association or designee, who shall be a Registered Nurse; an elected Registered Nurse member of the Professional Performance Committee; and two (2) representatives of the Hospital, one of whom shall be a member of the Board of Directors who is not an employee of the Hospital.

SECTION 12. SAFETY COMMITTEE:

One (1) Staff Nurse and one (1) alternate Staff Nurse will be designated as members of the Hospital Safety Committee. The Nurse participating in a meeting of the Committee will be paid lost time for attending not more than one (1) meeting a month. The Association will determine the method of selection of the participants.

SECTION 13. STAFFING:

- A. The Hospital and the Association recognize that Registered Nurses have a right and responsibility to make recommendations related to decisions affecting the delivery of care. Staffing patterns will be designed and implemented to meet the nursing care needs of patients. The parties recognize that the Hospital has a patient classification

system in accordance with the requirements of JCAHO and Title XXII.

- B.** The Hospital shall establish a Patient Care Committee (currently called the Nurse Education Council) composed of four (4) representatives of the Hospital administration and four (4) representatives of the Registered Nurse Staff, the latter to be selected by the Registered Nurse Staff. Representatives of Medical Staff will be invited and may attend if the Medical Staff so elects. The Patient Care Committee shall be responsible for reviewing the reliability and validity of the existing Patient Classification System, and for recommending any modification or adjustments necessary to assure accuracy in measuring patient care needs. The Patient Classification System shall be used by the Hospital for determining nursing care needs of individual patients that reflects the assessment, made by the direct care Registered Nurse, of patient requirements, and shall provide for shift-by-shift staffing based on those requirements. The system shall include, but not be limited to the following elements: individual patient care requirements, the patient care delivery system, and generally accepted standards of nursing practice, as well as elements reflective of the unique nature of the Hospital's patient population.
- C.** No later than October 31 of each year, the Staff Nurses through coordination of the Professional Performance Committee shall select their four (4) representatives from the ranks of the Registered Nurse Staff who shall serve on the Patient Care Committee.
- D.** The Patient Care Committee shall then meet to review the existing system. Such review will be completed within sixty (60) days. Within thirty (30) days following completion of the review, the Committee shall submit to the Hospital any recommendations it has for modification of or adjustments to the Patient Classification System. The Hospital shall implement the agreed-upon changes within thirty (30) days. A copy of the patient classification system shall be sent annually to the Association and to the PPC.

- E.** The Hospital will have the ultimate decision in adopting a system of staffing by acuity in conformance with the accreditation and licensure requirements of the Joint Commission on Accreditation of Health Care Organizations and Title 22 (Division 5, Section 70213) of the California Code of Regulations then in effect. The Association will be notified of contemplated changes to the plan and the Patient Care Committee will meet to discuss the proposed changes or any subsequent plan with the Hospital.
- F.** Representatives of the Registered Nurse Staff shall be paid at their regular rate of compensation for time lost from their work schedules during meetings of the Patient Care Committee.
- G.** The staffing requirements generated by the acuity system will be reviewed every shift, prior to making staffing decision. Consideration will be given to such variables as admissions, transfers, discharges, patient education, and the psychosocial need of the patient's family and/or other support system.
- H.** Patient care assignments and nursing care hours based on the acuity system shall not reflect a pattern substantially exceeding the Nurse's assigned hours.
- I.** Patient assignments to Registered Nurses shall be in compliance with applicable law, including AB394, and the existing acuity care system.
- J.** Resolving Staffing Disputes: Members of the patient care committee may bring differences of opinion on staffing issues, including concerns that Nurses are not being provided breaks or meal periods in accordance with applicable law, to the Professional Performance Committee.
 - 1. If a difference of opinion on the staffing issue then exists between the Professional Performance Committee and the administration, the issue can be submitted to the review committee, as per Section 11 of this Agreement.

2. In the event there continues to be a dispute after these steps have been taken, the Hospital and the Association will select by mutual agreement a neutral third-party health care expert who will review the information presented in order to formulate a recommendation. The expert's recommendation and the position of the parties shall be submitted to the management/executive committee of the Board of Directors for determination. A representative of the Association and a representative of the Hospital may be present at the outset of the management/executive committee's deliberations for the purpose of providing a brief summary of the parties' positions and may be called upon by the management/executive committee as it deems necessary to answer questions, provide clarification, and otherwise assist the management/executive committee in its consideration of the recommendation. In the event that a dispute exists after the parties have used the above processes in good faith, either party may submit the disputed issue to an arbitrator selected by mutual agreement or selected under the arbitrator selection procedures set forth in the parties' Agreement. The arbitrator shall only consider whether the Hospital's rejection of the recommendation of the neutral third-party health care expert was arbitrary or capricious. Either party may seek to overturn (or vacate) the decision of the arbitrator under any basis permitted by state or federal law regulating private labor arbitration. Either party may seek to overturn (or vacate) a decision due to a mistake of law. The Hospital and the Association shall share the cost of the expert's services and the arbitrator's services equally.

K. Staffing Manual: A staffing manual will be maintained as a separate binder on each nursing unit. The manual will contain comprehensive information which summarizes and explains the patient classification system and will be available at all times for review by Staff Nurses. The Nurse Manager or House Supervisor shall be available for consultation and the Hospital will offer periodic in-services and updates on the patient classification system as needed.

Members of the Patient Classification System Committee will be requested to assist with those in-services as required.

A Staff Nurse on each unit will be designated as a resource to assist staff in understanding the use of the patient classification system. The resource nurse shall be selected by the RN staff on the unit.

SECTION 14. HEALTH PROGRAM: MEDICAL, SURGICAL, DENTAL, VISION, AND PRESCRIPTION DRUG BENEFITS:

Effective January 1, 2014 and through the term of this contract, the following Health Program benefits shall be in place:

Medical Coverage: AHS Point of Service Medical Plan and AHS High Deductible PPO Plan. These plans will be offered at no premium cost to the employee for the term of this contract.

Dental Coverage: Dental Dental PPO. This plan will be offered at no premium cost to the employee for the term of this contract.

Vision Coverage: ASP Plan; Premium costs for this plan are outlined in the 2013 Benefits Enrollment Guide.

SECTION 15. RETIREE HEALTH PLAN:

After completing a vesting period of five years of continuous service, three (3) of which are with Alameda Health System, AHS will provide a contribution toward the purchase of health insurance for employees who retire prior to age 65 through Covered California (the health insurance exchange) up to a maximum of \$450.00 per month until age 65 when the former employee reaches Medicare eligibility.

Pursuant to AHS policy, upon completion of the initial COBRA period, a Nurse may elect additional coverage at his or her own costs if he or she is age 55 or older, with at least 5 years of service, when COBRA coverage was initially elected.

Continuation of coverage may continue until age 65, except that coverage will terminate under ordinary COBRA rules, such as entitlement for Medicare or failure to pay required premiums. Election for continued coverage must be made prior to the end of the initial COBRA period.

Retiree Medical – Medicare Part B.

Each AHS San Leandro Nurse who retires on or after the effective date of this Agreement, and who, on the date of his/her retirement is age 65 or older and has ten (10) or more years of continuous service at San Leandro Hospital, three (3) of which shall be with AHS, will be eligible to receive a monthly benefit of a maximum total as follows towards all the costs of Medicare Part B and a Medicare Supplement Plan or other similar health or prescription plans.

20 or more years of service \$200.00

10 up to 20 years of service \$150.00

SECTION 16. NATIONAL HEALTH CARE:

In the event a national health care plan is instituted, the parties agree to meet and confer on its effect on the Hospital's medical insurance plan and on the benefits provided by the medical insurance plan to the Nurses.

SECTION 17. LONG TERM DISABILITY:

Regular Nurses eligible for all fringe benefits shall be covered under a hospital-paid long-term disability plan, providing benefits for absences for non-work related disabilities.

SECTION 18. LIFE INSURANCE:

The Hospital will provide each regular employee working a predetermined work schedule of not less than twenty (20) hours a week with life insurance coverage according to the following schedule: \$25,000 for the term of the Agreement.

The Hospital will pay the premium for such coverage. This coverage will be effective following completion of ninety (90) calendar days of continuous employment as a benefited employee. Increases in the Life Insurance Benefit during the term of this Agreement shall be passed along to the members of the CNA bargaining unit.

SECTION 19. INSURANCE REVIEW:

The Association and the Hospital will meet at the request of either party during the term of this Agreement to review the

subject of HMO's, PPO's, and Utilization Reviews. It is understood that there shall be no modifications of HMO, PPO, or Utilization Reviews in the present health care plan as a result of such discussion, unless there is mutual agreement between the parties.

SECTION 20. RETIREMENT

The parties have agreed to enroll in the Steelworkers Pension Trust (SPT), effective for the first full pay period following AHS' assumption of management of the San Leandro Hospital facility, all regular full-time and regular part-time RNs hired by AHS on or after the change in management date, and agrees to contribute to the SPT each calendar month from that date forward a sum of money equal to ten percent (10%) of the allowable total gross monthly wages paid to each covered RN in the previous wage month.

Deferred Compensation Plans

Alameda Health System (AHS) offers two voluntary deferred compensation plans, the AHS 403(b) Plan and the AHS 457(b) Plan (the "Plans"). The Plans provide for voluntary tax deferred employee contributions to a retirement savings account, through payroll deductions. Participants may contribute up to 100% of their eligible annual pay before taxes, up to the annual IRS limits.

All regular full and part-time employees are eligible to participate in the AHS 457(b) Plan. All regular full and part-time employees, as well as all services-as-needed ("SAN") and per-diem employees are eligible to participate in the AHS 403(b) Plan. Employees may participate in one or both plans, based on their individual eligibility.

SECTION 21. OPERATION OF AGREEMENT:

Nothing in this Agreement or in the execution thereof shall operate to reduce rates of compensation now enjoyed by the Nurses covered under this Agreement.

SECTION 22. ADJUSTMENT AND ARBITRATION:

The Association agrees to promptly meet and confer with the Hospital regarding any alleged Association violation of the

Agreement. The Hospital shall not have the right to discharge or assess disciplinary action except for just cause. A grievance is any dispute over the interpretation or application of the terms of this agreement, or any discharge or suspension of other than a probationary Nurse. A Nurse, upon his or her request, is entitled to have an Association representative present during an investigatory interview where the Nurse reasonably believes that such interview will result in disciplinary action as provided by law.

GRIEVANCE PROCEDURE:

The Nurse, or Nurses, may be accompanied by the Nurse Representative at Steps 1, 2, and 3, and represented by the Association at the second and succeeding Steps of the grievance procedure.

STEP ONE - A Nurse with a grievance is encouraged to discuss the matter with the Nurse Manager or, if necessary, with the Senior Vice President of Patient Care Services. However, if the grievance is not resolved in this manner 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 Manager or Senior Vice President of Patient Care Services, 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 in 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.

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 a grievance in STEP TWO as provided above shall commence from the date that the notice to the Association is postmarked.

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 no later than ten (10) days after the expiration of the time for settling the grievance in STEP TWO.

OPTIONAL STEP THREE - If the grievance has not been resolved at Step 2, the parties may mutually agree to utilize the services of an agreed upon mediator to resolve the grievance and to avoid unnecessary use of the arbitration process.

A request by either party for the mediation must be made within fourteen (14) days of the Step 2 response.

The period for referring the grievance to arbitration will be stayed while the parties consider the mediation request.

Neither the Employer nor CNA will be bound by any recommendation of the mediator.

Either the Employer or CNA may terminate the mediation process immediately by written notice at any time.

The costs of mediation, if any, shall be shared equally by the parties.

STEP FOUR - Arbitration - If the grievance is not settled in STEP THREE within seven (7) calendar days because of a 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 submitted by the Federal Mediation and Conciliation Service (FMCS). The impartial Arbitrator shall have no power to add to, subtract from, or to change any of the terms or conditions of the Agreement. The decision of the impartial Arbitrator shall be final and binding upon both parties.

The parties shall alternately strike one name from the above list (the first strike being determined by a flip of a coin) and the last name remaining shall be the impartial Arbitrator.

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.

Any time limits stated above may be extended by mutual written agreement between the individuals and/or the organizations involved. All time periods are calendar periods.

Unless exceptions have been agreed to, any grievance presented by a Nurse, or on behalf of a Nurse; shall be considered to have been adjusted satisfactorily unless appealed within the stated time limits. Any claims not answered by the appropriate Hospital representative within the stated time period may be submitted by the Nurse or his/her representative to the next step in the grievance procedure. Any complaint may be withdrawn at any step in the procedure by mutual agreement, without prejudice to the individuals or organizations involved. Each party shall bear all the expenses of its own members on the Board of Adjustment and its witnesses. The fee of the neutral chairman, as well as other expenses connected with the formal hearing, shall be borne equally by both parties. A Nurse may examine any written warning, evaluation, or written notice of oral warning in his/her personnel file. The Nurse may have filed his/her own version or response to such material provided he/she submits such information within two weeks of learning of the existence of such warnings or evaluations.

SECTION 23. NO STRIKE/LOCKOUT:

There shall be no strike, slowdown, or other stoppage of work by Registered Nurses represented by the Association and no lockout by the Hospital during the life of this Agreement.

SECTION 24. SUCCESSORS:

In the event the Hospital engages in a sale, consolidation, merger, or other transfer of its facilities, the Hospital will meet and confer at the request of the Association on impact and effects on Nurses employed under this Agreement. The Association shall be notified reasonably in advance (at least ninety (90) days) of any such sale or transfer. This Agreement shall be binding on the Hospital and its successor(s).

SECTION 25. NURSE REPRESENTATIVES:

The Association may appoint seven (7) Nurse Representatives. The Hospital shall be notified in writing of such appointments. Nurse Representatives shall be a regular employee 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 interfere with the Nurse Representative's work or the work of any other employee. The total paid time that the Hospital shall pay for attendance of all Nurse Representatives at Grievance meetings, Weingarten meetings, orientation sessions, and CNA-sponsored Nurse Representative training sessions shall be twenty-one (21) hours per month. Such training sessions shall be limited to no more than one (1) hour per month per Nurse Representative. Each pay period, the Association shall provide a list of the hours to be paid under this provision to the Chief Nurse Executive of the Hospital.

The Association may designate a core of Nurse negotiators up to a maximum of six (6) who shall participate on the Association's

negotiating committee for negotiating this Agreement. The Nurses so designated shall be compensated for their scheduled shifts missed as a result of attending negotiation sessions and mutually agreed caucus time on those days. Compensation shall be paid as time paid (and not as time worked) for up to eight (8) hours a day at the Nurse's regular wage rate, including any applicable shift differential for each such hour. A Nurse Representative working the night shift beginning on the day before, and continuing during the same day, he or she is scheduled to participate in a formal meeting with Hospital representatives shall be excused from, and compensated for, that scheduled shift, but will not be excused from, or compensated for, any scheduled shift beginning at any time following such meeting.

The Association shall notify the Hospital's bargaining team, through the Hospital's human resources department, at least one (1) week in advance of the first negotiating session of the names of the six (6) core Nurse negotiators. In the event of any changes in the core of Nurse negotiators after the first session or subsequent sessions, the Association shall notify the Hospital's negotiating team in writing of the change through the Unit Manager/Supervisor and the Human Resources Department in care of the Human Resources Director and her/his designee at least twenty-four (24) hours prior to the session in which the change in the Association's negotiating committee will be effective.

Alternates participating on the Association's negotiating committee do so on an unpaid basis, unless replacing one of the core Nurse negotiators. Upon prior written notice to the Hospital's negotiating team provided to the Hospital as described above, an alternate may be excused from the unit schedule when the alternate's absence from the unit will not jeopardize patient care.

SECTION 26. UNION REPRESENTATIVES:

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 of

such visits before or at the time of entering the Hospital. The representative will conduct such discussions in a manner that will not interfere with the Nurses' duties and/or the operations of the Hospital.

SECTION 27. SAFE PATIENT HANDLING:

- A.** AHS shall maintain a safe patient handling program.
- A clinical assessment by Nurses of the patient's mobility and patient handling needs;
 - Patient handling equipment;
 - Training in safe patient handling and equipment use;
 - Required adherence to patient handling policies and procedures, which incorporates procedures for emergency safe patient handling; and
 - Training of all staff with patient handling responsibilities in safe patient handling methods.
- B.** AHS will continue to provide mandatory "hands on" training on lift equipment and safe patient handling techniques, consistent with AHS's safe patient handling program.
- C.** AHS will continue to provide sufficient safe lifting equipment on each unit to comply with AHS's safe patient handling program.
- D.** A designated representative of AHS shall meet with the Professional Performance Committee at least quarterly, upon the request of the PPC, to discuss any concerns with AHS's safe patient handling program and to develop, as appropriate, a mutually agreed-upon plan of improvements or corrections.
- E.** At a Nurse's request, AHS shall provide an ergonomic evaluation of the work environment, including the Nurse's work space and equipment. Prior to any physical changes in the work environment, an ergonomic evaluation shall be done. Results of the ergonomic evaluation shall be

reviewed and implemented in accordance with existing safety policies and AHS's safe patient handling program.

SECTION 28. ASSOCIATION LEAVE:

Extended Association Leave

Association leave may be requested jointly in writing by a Nurse and the Association. Such leave shall be requested at least thirty (30) calendar days prior to the desired leave commencement date, or another mutually agreed upon notification period. One (1) bargaining unit Nurse from each campus shall be granted a leave of absence of up to a maximum of twelve (12) consecutive months. The Hospital shall consider formal requests to extend Association Leave on the same basis as it considers other personal leave requests. To be eligible for this leave, the Nurse must not be on suspension or probation.

During Association leave, the Nurse shall be in unpaid status, i.e., she or he shall not accrue PTO/ESL, or the like, nor shall the Nurse receive any other form of compensation from the Hospital whatsoever during said leave; however, during Association leave, the Nurse may maintain her or his health insurance coverage by paying the cost of health benefits at the COBRA monthly group health premium rate plus a legally permitted two (2) % percent administrative fee.

Short Term Association Leave

Nurses may apply for short term association leave and shall receive, at the Nurse's option, vacation pay, paid time off or unpaid personal leave in order to participate in bona fide Association activities. The duration of the requested time away from work shall not exceed thirty (30) days. The hospital shall grant such leave application unless the leave would negatively affect the hospital's ability appropriately to staff the Nurse's unit.

SECTION 29. BULLETIN BOARDS:

The Hospital will provide a conveniently located bulletin board restricted to the posting of position vacancies, Professional Performance Committee notices, information about educational programs and Association business notices. The Association agrees that no controversial material shall be posted. The

bulletin board shall be located on the first floor next to the service elevators. The Hospital shall allow a drop box to be located in the immediate vicinity of the current bulletin boards, subject to the Hospital's standard facility policies and protocols.

SECTION 30. PARKING:

The Hospital shall give prior notice to the Association of any decision to charge for parking, and shall meet and confer at the Association's request.

SECTION 31. TECHNOLOGY:

The parties agree to the following principles regarding introduction of new technology at San Leandro Hospital that affects the delivery of nursing care:

- a. Technology must be consistent with the provision of safe, therapeutic, effective care, which promotes patient safety. Deployment of technology shall not limit the RN from following the nursing process, including the clinical judgment in assessment, evaluation, planning, and implementation of care, nor from acting as a patient advocate. The parties acknowledge that the new technology may affect nursing duties, but shall not be used to replace the RN's delivery of care to patients.
- b. The manner in which technology is used shall guarantee patient confidentiality.
- c. Technology is intended to enhance, not degrade nursing skills.
- 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, co-morbidities, as appropriate.
- e. The Hospital will provide opportunities for Staff Nurses in the affected unit(s) and one PPC member to participate, in the selection, design, build, and validation processes whenever new technology affecting the delivery of nursing care is being considered. Such Staff Nurses will represent the unit(s) affected. The PPC shall take into consideration

the affected unit(s) when assigning PPC members for participation on this committee. The Hospital shall submit a list of obligations and expectations of the committee prior to the PPC's selection of its committee member.

The Hospital shall survey Staff Nurses on the affected unit(s) within three (3) months after the introduction of new technology. Concerns identified shall be addressed by that project's technology committee in writing to the Nurses in the affected unit(s), with a copy to the PPC.

Consistent with the Hospital's policies, Nurses serving on committees to which they have been appointed shall be paid at straight time for hours spent in such committee meetings. PPC funds shall not be used for this purpose.

SECTION 32. TERM OF AGREEMENT:

Except as otherwise provided herein, this Agreement is effective on November 1, 2013, and shall continue in effect without change, addition, or amendment except as provided herein, through December 31, 2015. This Agreement 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 Agreement, or subsequent anniversary date, of its desire to terminate or amend this Agreement.

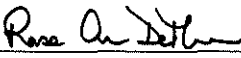
SECTION 33. SAVINGS aka SEVERABILITY:

In the event that a court of competent jurisdiction rules that any provision of the Agreement is illegal or otherwise unenforceable, the remaining provisions of the Agreement shall remain in effect, and upon the request of either party, the parties shall meet and confer regarding the consequences, if any, of the court's ruling.

IN WITNESS WHEREOF, the undersigned parties, duly authorized to do so, have executed this Agreement.

CALIFORNIA NURSES
ASSOCIATION


ALAMEDA HEALTH
SYSTEM



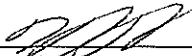
Rose Ann DeMoro
Executive Director



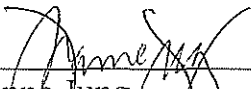
Jeanette Louden-Corbett
Chief HR Officer



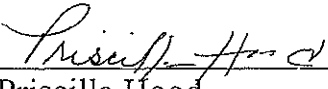
Debra Grabelle
Northern California Collective
Bargaining Director




Dick Dodson
Director, Labor Relations



Joanne Jung
Acute Care Division Director



Priscilla Hood
Labor Relations Analyst




Mike Brannan
Labor Representative



Carol Barazi, RN



Vicky Mendoza-Reid, RN



Michael Plummer, RN

APPENDIX A

Schedule

Pay Period 1 of 2015

After 1 year at Step 1 After 1 year at Step 2 After 1 year at Step 3 After 1 year at Step 4 After 2 years at Step 5 After 3 years at Step 6 After 3 years at Step 7 After 3 years at Step 8 After 4 years at Step 9

1%

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Increase
Regular Full-Time/Regular Part-Time											
RN I	48.65										
RN I – Weekend	60.81										
RN I – 12 hour	54.08										
RN II	50.43	51.77	53.26	55.56	57.94	59.64	60.35	61.43	62.66	64.53	
RN II – Grandfathered	50.43	51.77	53.26	55.56	57.94	59.64	60.35	61.43	62.66	64.53	
RN II – Break Relief	50.43	51.77	53.26	55.56	57.94	59.64	60.35	61.43	62.66	64.53	
RN II – Weekend	63.04	64.71	66.57	69.46	72.44	74.54	75.44	76.79	78.33	80.68	
RN II – 12 Hour	56.02	57.52	59.18	61.74	64.39	66.26	67.05	68.26	69.63	71.71	
Charge Nurse	53.45	54.87	56.45	58.90	61.42	63.22	63.98	65.11	66.43	68.41	
Charge Nurse – Grandfathered	53.45	54.87	56.45	58.90	61.42	63.22	63.98	65.11	66.43	68.41	
Charge Nurse – 12 Hour Charge Nurse	59.39	60.97	62.72	65.45	68.25	70.25	71.07	72.35	73.81	76.00	

RNs holding certifications recognized under Section 10.C. shall receive an additional .75 cents per hour.

Short Hour: Per Diem/Casual/Temporary

RN I	60.81										
RN I – 12 Hour	67.58										
RN II	63.04	64.71	66.57	69.46	72.44	74.54	75.44	76.79	78.33	80.68	
RN II – 12 Hour	70.04	71.89	73.96	77.17	80.48	82.83	83.82	85.31	87.02	89.63	
Charge Nurse	66.81	68.59	70.56	73.63	76.77	79.02	79.98	81.4	83.03	85.51	
Charge Nurse – 12 Hour	74.24	76.21	78.41	81.81	85.3	87.81	88.84	90.44	92.26	95.00	

RNs holding certifications recognized under Section 10.C. shall receive an additional .75 cents per hour.

Schedule

Pay Period 14 of 2015

After 1 After 1 After 1 After 1 After 2 After 3 After 3 After 3 After 4
 year at year at year at year at years at years at years at years at years at
 Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9

1%

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Increase
Regular Full-Time/Regular Part-Time											
RN I	49.14										
RN I – Weekend	61.42										
RN I – 12 hour	54.62										
RN II	50.93	52.29	53.79	56.12	58.52	60.24	60.95	62.04	63.29	65.18	
RN II – Grandfathered	50.93	52.29	53.79	56.12	58.52	60.24	60.95	62.04	63.29	65.18	
RN II – Break Relief	50.93	52.29	53.79	56.12	58.52	60.24	60.95	62.04	63.29	65.18	
RN II – Weekend	63.67	65.36	67.24	70.15	73.16	75.29	76.19	77.56	79.11	81.49	
RN II – 12 Hour	56.58	58.01	59.77	62.36	65.03	66.92	67.72	68.94	70.33	72.43	
Charge Nurse	53.98	55.42	57.01	59.49	62.03	63.85	64.62	65.76	67.09	69.09	
Charge Nurse – Grandfathered	53.98	55.42	57.01	59.49	62.03	63.85	64.62	65.76	67.09	69.09	
Charge Nurse – 12 Hour Charge Nurse	59.98	61.58	63.35	66.10	68.93	70.95	71.78	73.07	74.55	76.76	

RNs holding certifications recognized under Section 10.C. shall receive an additional .75 cents per hour.

Short Hour: Per Diem/Casual/Temporary

RN I	61.42										
RN I – 12 Hour	68.26										
RN II	63.67	65.36	67.24	70.15	73.16	75.29	76.19	77.56	79.11	81.49	
RN II – 12 Hour	70.74	72.61	74.70	77.94	81.28	83.66	84.66	86.16	87.89	90.53	
Charge Nurse	67.48	69.28	71.27	74.37	77.54	79.81	80.78	82.21	83.86	86.37	
Charge Nurse – 12 Hour	74.98	76.97	79.19	82.63	86.15	88.69	89.73	91.34	93.18	95.95	

RNs holding certifications recognized under Section 10.C. shall receive an additional .75 cents per hour.

APPENDIX B

CLINICAL LADDER – San Leandro Hospital

The following shall apply to Nurses at San Leandro Hospital:

A. Application and Review Process

1. Applicant obtains application from the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services.
2. Completed application form and documentation needed to complete portfolio is submitted to Vice President of Patient Care Services or Assistant Administrator of Patient Care Services.
3. Applicant is responsible to ensure that the portfolio is complete. The Staff Nurse III Committee will interview only applicants with completed portfolios.
4. Applications will be received quarterly in February, May, August, and November.
5. Application periods begin on the first of the month and conclude on the 21st of the month.

The Staff Nurse III Committee will convene to review applications, complete the review process, and schedule an interview with each applicant within three (3) weeks of the application due date. The formal interview with the applicant will be 20 to 60 minutes in length. During the interview process, a clinical expert from the applicant's area will be invited to participate, e.g., a senior Nurse on the applicant's unit.

6. The Staff Nurse III Committee will submit its written recommendation regarding each applicant to the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services within three (3) working days of the interview with the applicant.
7. Within ten (10) working days of receipt of all the Staff Nurse III Committee's recommendations, the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services will notify all

applicants of the final decision. Any applicant who is denied advancement will receive a complete written description of the reasons for denial (see Appeal Process).

8. A lump sum bonus equal to 8% of the Nurse's annual base pay as set forth in Appendix A will be provided to the Nurse in the first payroll period following the final decision to advance the Nurse to Staff Nurse III.
9. If an applicant is denied promotion to Staff Nurse III, the candidate may reapply after a six-month period.

B. Appeal Process

1. Any applicant who is denied advancement to Staff Nurse III will receive the reasons for such denial in writing within ten (10) working days of the final decision. Unless otherwise requested by the Staff Nurse III applicant, a meeting will be convened within thirty (30) days with the applicant and Administration to discuss the reason(s) for denial.
2. If the applicant wishes to appeal the denial, the applicant must submit a written appeal within ten (10) working days of the above-referenced meeting. The written appeal will specifically identify areas of disagreement.
3. The Vice President of Patient Care Services and/or Assistant Administrator of Patient Care Services, the Professional Performance Committee member, and the Nurse Educator member will review the appeal and re-interview the applicant within ten (10) working days of the Administration's receipt of the written appeal.
4. The applicant will be notified in writing of the Administration's decision on the appeal within five (5) working days of said decision.

C. Staff Nurse III Committee

1. The Staff Nurse III Committee is composed of the following members:

- Vice President of Patient Care Services and/or Assistant Administrator Patient Care Services (Chairperson and permanent member)
 - Professional Performance Committee member (preferably Staff Nurse III Level) (1 member)
 - Elected Hospital CNA bargaining unit Nurses
 - A Nurse Educator (1 member)
 - An Infection Control Practitioner (1 member)
2. Vacancies on the Staff Nurse III Committee will be advertised and the current Committee membership will interview and select new members, except for the Chairperson and PPC member.

Appointment to the Staff Nurse III Committee is for a two (2) year term and the members may be re-elected, not to exceed two (2) consecutive terms.

Vacancies on the Staff Nurse III Committee will be posted and the applicants for vacant positions will be voted on by the Committee membership.

A letter of resignation must be submitted to the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services by any member unable to complete her/his term of office. This must be done at least one (1) month prior to convening the Staff Nurse III Committee for an alternate member to be appointed/elected.

3. Staff Nurse III Committee members will:
- be current employees of San Leandro Hospital;
 - state a willingness to serve and commit to serve for the duration of the term;
 - abide by the applicable rules of confidentiality;
 - participate in the Staff Nurse III interviews 2 times per year;

- continually evaluate the Staff Nurse III program and submit recommendations, if any, at CNA negotiations or another appropriate labor-management forum.
4. In case of an alleged conflict of interest, or in the absence of a Staff Nurse III Committee member, the Chairperson will appoint a temporary replacement with the same classification as the absentee member to participate in the Staff Nurse III interview.

D. Professional Performance Committee Review

The Professional Performance Committees shall receive a report within thirty (30) days of the most recent round of Staff Nurse III Committee proceedings. The report will include, at a minimum, the number of applicants for Staff Nurse III, the number of those applicants who are reclassified, and the number of Staff Nurse III renewals.

E. Position Performance Standards (Initial Application)

An applicant must have a total of 20 points from any or all of the following categories, and the applicant must work a minimum of 1000 hours per calendar year:

1. Education

Completed in the last twelve (12) months, except where noted:

CE Presenter

- Minimum one hour pre-packaged material: (1)
- Maximum of three (3) different topics may be used for a total of three (3) points
- Assists in Nursing Update four (4) times a year: (2)
- Presents in-service to all three shifts: (2)
- Assists with three (3) Nursing Competency Faire sessions: (2)

Presents health related materials to the community:
(2)

Skills day presenter – researches, develops, and presents skills station at unit specific skills day (includes collecting materials for skills station, making storyboards, etc.): (2)

Instructor status for: BLS (2), ACLS, PALS, TNCC:
(3)

Unit-Based Instructor, e.g.:

- Trainer for Waive Testing: (1)
 - Diabetic Education Resource: (2)
 - Clinical Path Resource: (2)
 - Lactation Resource: (3)
 - Certified Childbirth Instructor: (3)
 - Unit Specific Competency Instructor: (2)
 - Computer trainer (eMAP, MS4, eHR, Medi-Tech): (2)
 - a. Prepare educational tools or instructional video for patients/staff to be determined by San Leandro Hospital medical or nursing committee: (5)
 - b. Presentation at a health related conference (local, regional, or national): (5)
 - c. Researches, develops, and coordinates a full day CE class for nursing staff: (6)
1. Professional Responsibility
- a. Current membership to a National Nursing Organization (ENA, AORN, AACN, AWONN): (1)
 - b. Current Bachelors Degree in Nursing (BSN) or health-related field and explain the relevance to nursing (initial Staff Nurse III application): (3)

- c. In-house publication of clinically based article (minimum of two (2) pages double spaced, maximum two (2) articles with two (2) points/article): (2 or 4)
- d. Current Masters Degree in Nursing or explain relevance to nursing if not MSN (initial Staff Nurse III): (4)
- e. Active participation in the development of health-care related public policy: (4)
- f. Submit an article for publication to a national journal with correspondence of acceptance: (8)
- g. Achievement of BSN or MSN in the last eighteen (18) months: (10)
- h. Principal investigator in a completed research project with presentation of research to health related group: (10)

3. *Leadership*

Completed in the last twelve (12) months, except where noted:

- a. Works as designated Charge Nurse for 50% of hours worked: (2)
- b. Active participation in taskforce; submits a written summary of his/her role on the taskforce and reports on work that has been completed.

Must attend at least 60% of taskforce team meetings: (3)

Must attend at least 75% of taskforce team meetings: (+1)
- c. Active participation on a Hospital and/or community committee; submits a written summary role on committee and reports on work accomplished that has been completed.

Must attend at least 60% of committee meetings: (3)

Must attend at least 75% of committee meetings:
(+1)

- d. Function as a preceptor to a Senior Nursing Student for one quarter: (4)
 - e. Primary Preceptor to a New Grad: (3)
 - f. Relief preceptor to New Grad (6 or more shifts with the same New Grad): (2)
 - g. Coordinate an activity or function to improve morale, celebrate an occasion or recognize a special accomplishment of a peer; 50% of unit employees must be in attendance: (2)
 - h. Unit specialty Nurse:
OR: (3)
Other: (2)
 - i. Elected representative/officer/chair of nursing committee/organization i.e., PPC, LUC, delegate to CNA etc.: (2)
 - j. Membership in the Interdisciplinary Practice Council, Nursing Education Council, Environment of Care Committee, Patient Satisfaction Committee, Bio-ethics Committee, or Staff Nurse III Committee. Must attend 50% of committee meetings or assume leadership role when projects are implemented. Only two points possible: (2 max.)
4. Nursing Practice
- a. Present an update to the Age Specific Care at the unit level: (2)
 - b. Present an update to the Culturally Specific Care at the unit level: (2)
 - c. Review and revise ten (10) policies per year; providing a list of revised policies: (3)

- d. Write one (1) new policy and get approval from the Interdisciplinary Practice Council with a maximum of two (2) such policies for a maximum of 4 points: (2 or 4)
- e. Participate in the development of a New Clinical practice, in-service and implement: (5)
- f. Develop and conduct a QA/CQI study with indicators, tools, and outcome utilizing QA/CQI format: (6)

5. *Community Involvement*

Participation in volunteer/community activities for:

- Health Fairs (e.g., Castro Valley Fall Festival, San Leandro Cherry Festival)
- Career Day at local schools
- Assist at “Take Your Kids to Work Day”
- Any community outreach coordinated by San Leandro Hospital’s Public Relations Department
- Other mutually agreed upon activities (2 points per event for a maximum of 4 points)

F. Maintenance of Staff Nurse III Status

1. The following criteria must be met on an annual basis to retain the Staff Nurse III level after the first year and in each year thereafter:
 - Staff Nurse III Performance Appraisal level which meets 75 percent or above with no “below standard” ratings.
 - Current Employee Resource file verifying completion of annual mandatory requirements.
 - Completion of performance requirements totaling 18 points from any or all of the following categories with appropriate validation:
 - Educational

- Professional responsibility
- Leadership
- Nursing practice
- Community involvement

2. The Staff Nurse III, upon notification of reclassification to Staff Nurse II may appeal the reclassification using the following appeal process: The applicant must submit a written appeal statement identifying areas of concern to the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services within ten (10) working days of the Nurse's receipt of the reclassification note from the Nurse Manager. The Vice President of Patient Care Services or Assistant Administrator of Patient Care Services will consider such appeal and inform the Nurse of the decision on appeal within ten (10) working days of the appeal. A reclassification will not be initiated pending the outcome of the appeal process. If no appeal is made within the established time frame, reclassification will be initiated by the Vice President of Patient Care Services or Assistant Administrator of Patient Care Services to be effective the first day of the following pay period.

APPENDIX C
SIDE LETTER ON THREE FIFTHS POSITIONS
BETWEEN
AHS & CALIFORNIA NURSES ASSOCIATION
September 24, 2008

AHS and the California Nurses Association (“CNA”) have agreed to increase the number of three fifths positions offered to Nurses to twenty-five (25) positions at the San Leandro Hospital. As a result, the parties agree that the new three fifths positions shall be allocated as follows:

1. The new three fifths positions may be occupied by the most senior qualified incumbent Nurse bidding on the position as soon as the position he or she vacates is “back filled” with regular full-time and/or regular part-time staff but in no event later than ninety (90) days after the incumbent Nurse successfully bids on the new three fifths position.

APPENDIX D

Side Letter on RN Patient Assignments Under AB 394

As reflected in Section 9(P) of the Agreement entered into on August 15, 2005, AHS has stated its intention to hire only Registered Nurses into vacant and newly-posted positions requiring nursing licensure in certain designated units at the Hospital. As set forth in this agreement, it is the Hospital's goal to assign all patients in these units to an RN. The parties recognize, however, that due to various factors, including the presence on certain units of valuable LVNs, many of whom are long-term employees of the Hospital, this goal will be achieved over time through attrition and other steps taken by the Hospital.

The Hospital and the Association will meet upon the request of either party to discuss potential alternative assignments for LVN's with patient assignments, but the parties shall not be obligated to meet more often than quarterly.

The parties recognize that the Hospital is committed, over time, to apply the Nurse to patient ratios in AB 394 as RN to patient ratios in the units listed in Section 10(Q).

The parties recognize that certain changes contemplated by this Side Letter and Section 10(Q) of the Agreement may require bargaining with other affected labor organizations. As a result, the parties understand that the effective date of certain of these changes may be delayed pending resolution of those bargaining obligations. The Hospital agrees to pursue resolution of those discussions in an efficient and prompt manner.

It is the intention of the Hospital to comply with Title 22, AB 394, applicable staffing regulations, and applicable laws regarding meal and break relief.

As provided by Title 22, every patient will have a documented RN with responsibility for the nursing process for every shift on the units identified above.

APPENDIX E

Twelve-Hour Shifts

This appendix establishes the conditions, which apply when RNs choose to work a twelve hour shift. This Agreement applies to units where twelve (12) hour shifts are implemented with mutual approval of CNA and the Hospital and a majority vote of the RNs on the unit. This appendix does not apply to Nurses working in Every Weekend Benefited Positions (Section 9(N)). Unless otherwise referenced herein this shall constitute a binding agreement for twelve hour positions unless changes are mutually agreed upon.

It is understood that in most units 12-hour positions must be created in pairs to provide 24-hour coverage. It is also understood that, in order to minimize staffing disruptions, the Hospital intends to agree to new 12-hour shifts in units in which seventy-five percent (75%) of the affected Nurses are willing to work 12-hour shifts. If actual RN participation on 12-hour shifts is less than the seventy-five percent (75%) target following the Unit Vote, the Hospital has the right to maintain the existing staffing patterns in the units.

UNIT VOTE

When mutual agreement between CNA and the Employer is reached on implementing 12-hour shifts in a new unit, a membership vote of unit members shall be conducted. All 12 hour shift arrangements must be approved by a majority of Full-time and Part-time Nurses voting from the units affected in a secret ballot, with each Nurse entitled to one vote.

Determination on adopting 12-hour shifts shall be on a unit by unit basis. CNA shall conduct the secret ballot vote.

PARTICIPATION:

Implementation of 12-hour shift schedules will not displace any Nurse with an existing eight-hour shift schedule, nor will it require an eight-hour Nurse to change to a 12-hour shift schedule.

HOURS OF WORK:

A full straight-time workweek for 12-hour Nurses will be thirty-six (36) hours, three (3) days a week. Twelve-hour shifts of less than thirty-six 36 hours in a week or 72 hours in two weeks shall also be allowed. A straight time work day will consist of no more than twelve and one-half (12 ½) hours (including one 30 minute unpaid break) in 24 hours. Nurses working twelve (12) hour shifts will be guaranteed at least two (2) consecutive days off per week.

3/5 and 4/5 Work Schedules

The equivalent 12-hour work schedule for a Nurse working a 3/5 eight hour shift shall be two 12-hour shifts per week.

The number of 12-hour positions offered under this provision shall count towards the Hospital's obligations to provide 3/5 positions under Section 9(M). Nurses entitled to a Three Fifths position shall be allowed to work either a twelve hour or an eight hour shift schedule, subject to the provisions of this Appendix.

There shall be no additional conversions of 12-hour shifts from a three shift per week schedule to a 4/5 equivalent or lower FTE schedule without mutual agreement between CNA and the Hospital.

MEAL AND REST PERIODS:

The Rest Period for RNs covered under this agreement shall be one 30-minute unpaid meal period, one off-duty 30-minute paid meal period and three 15-minute paid breaks. The meal period(s) and the breaks may not be combined. An RN who is required to work during the 30-minute paid meal period shall be eligible for additional compensation (in addition to pay for that meal period), as required by applicable law.

COMPENSATION AND BENEFITS:

Nurses working a 12-hour shift position will be paid on the basis of a "formula rate." For the purpose of this agreement the formula rate is defined to mean the amount resulting from multiplying the Nurse's straight time hourly rate, as provided for in the Agreement, by 1.11111 (derived by dividing 40 by 36).

This equates to 40 hours paid for 36 hours worked. Nurses working a regularly scheduled 12-hour shift that is other than a three shift per week 36 hour schedule will also be paid at the “formula rate.”

12-hour shift Nurses who work extra shifts in one week shall be paid in accordance with Section 7C, for all extra shift hours up to 40 hours in a week ((base rate X 1.11111) X 1.25). 12-hour shift Nurses who work more than forty hours in a week shall be paid at time and one-half of the formula rate (1.5 x (base rate X 1.11111)). 12-hour shift Nurses who work over 12 hours in one day shall be paid at double time the formula rate (2.0 x (base rate X 1.11111)).

SHIFT DIFFERENTIAL:

Shift differential will be paid as follows:

7 a.m. – 7:30 p.m. = eight (8) hours day shift rate and four (4) hours p.m. shift rate.

7 p.m. – 7:30 a.m. = four (4) hours p.m. shift rate and eight (8) hours night shift rate.

It is understood that in some units 12-hour shift start times may be other than 7 a.m. and 7 p.m. When shift start times other than 7 a.m. and 7 p.m. are utilized, shift differential shall be paid on all hours worked on the p.m. and/or night shift as defined in Section 9(B) of the Agreement.

WEEKEND DIFFERENTIAL:

12-Hour Nurses shall be entitled to a weekend differential of \$30.00 per shift for each shift worked on a weekend.

RELIEF CHARGE NURSE PAY:

12-Hour Relief Charge Nurses working under the terms of this agreement shall be entitled to \$30.00 per shift.

REST BETWEEN SHIFTS:

Rest between shifts for 12-hour positions will be 11.5 hours, but all other provisions of Section 9(G) will remain the same.

TWELVE HOUR SHIFT COMMITTEE:

The parties have agreed that there is a need for an ongoing Twelve-Hour Shift Committee to address issues regarding twelve hour shifts. The committee shall consist of eight (8) hour and twelve (12) hour Nurses, a CNA representative as well as a representative for administration/staffing. There shall be no more than 12 RNs serving on the committee. It shall be the goal of the committee to have equal representation from both eight and twelve hour shift RNs and representation from all 12-hour units. The committee shall meet at a time mutually agreed between the Hospital and the Association. Aggregate compensation for RN Committee members shall be twelve (12) hours per month.

SHORT TERM LAYOFFS:

Seniority shall be applied as defined in Section 10(X)(2).

PTO/ESL:

PTO/ESL shall be paid at the rate of twelve (12) hours times a Nurse's formula rate (hourly rate x 1.11111).

HOLIDAY PAY:

Twelve hour Nurses working on a holiday recognized in the Agreement will receive one and one half their formula rate (1.5 x 1.11111) for each hour worked on the holiday. As defined by the Agreement, the holiday is 11 p.m. on the day before the actual holiday to 11 p.m. on the actual holiday.

PAID EDUCATIONAL LEAVE:

Paid Education leave for 12 hour Nurses working under his agreement shall be earned at the rate of 44 hours annually. Education Leave shall be paid in one of three ways at the Nurse's option:

- Twelve (12) hours of pay at the Nurses formula rate (hourly rate x 1.11111);
- Eight hours of pay at the formula rate and four (4) hours of PTO; or

- Eight hours of pay at the formula rate and four (4) hours worked.

JURY DUTY:

Nurses covered by this agreement called for jury duty will receive twelve (12) hours at their formula rate (hourly rate x 1.11111) for each scheduled day spent at jury duty.

SHORT SHIFTS:

San Leandro Hospital will maintain a list of names of volunteer RNs who are interested in working four (4) hour shifts, offered by seniority.

FUTURE VACANCIES:

Vacancies in units that have adopted 12-hour shifts shall be filled as follows: Vacant eight (8) hour positions shall be posted as eight (8) hour positions. Vacant twelve (12) hour positions shall be posted as (12) hour positions. If a vacant eight hour position is not filled after seven (7) days it may be posted as a twelve (12) hour position. If a vacant twelve (12) hour position is not filled after seven (7) days it may be posted as an eight (8) hour position.

If a sufficient number of twelve (12) hour positions result in excessive weekend staffing and the Hospital is able to grant additional weekends off, then such weekends will be rotated equitably beginning in seniority order among the affected unit and shift.

APPENDIX F

Side Letter re Supervisory Status of Registered Nurses

For the purposes of the 2013 to 2015 Agreement, the Hospital agrees not to take any action to remove from the Association's bargaining unit, any Registered Nurse, either individually or as a classification, including but not limited to any Charge Nurse, on the grounds that the Registered Nurse is a supervisor under Section 2(11) of the National Labor Relations Act.

APPENDIX G

Side Letter to the Agreement, RN Response Network

Alameda Health System recognizes that the RN Response Network (RNRN) sponsored by the California Nurses Association has in the recent past, provided exemplary relief and professional medical assistance to victims hard hit by natural disaster.

In accordance with AHS's Mission, both CNA and AHS agree that they, through the efforts of the Registered Nurses, are in a unique position jointly to provide assistance to future victims of natural disasters and other emergencies and that it is central to the vision and missions of both parties to work together to provide such aid.

With that understanding, upon notification from CNA, AHS shall allow up to four (4) RNs to utilize unscheduled accrued paid time off or an Association Leave (Article 28) for a minimum of two (2) weeks and a maximum of four (4) weeks while deployed by CNA to disasters and emergencies. All RNs deployed under the terms of this provision shall be returned to their department, position, and shift upon their return to work.

The Hospital reserves the right to deny an RN's request to participate in the RNRN if doing so will cause a significant staffing obstacle for an individual unit or shift.

CNA will provide all training and will be responsible for all logistics, coordination with local authorities, transportation, meals, and lodging.

APPENDIX H

RN Mentor Task Force

The Hospital remains committed to attracting and retaining Registered Nurses. The Hospital and the Association agree that a mentoring program could benefit the Hospital by further increasing the retention of Registered Nurses as well as improving nursing skills and morale.

The Hospital and the Association agree to establish an RN Mentor Task Force, which shall consist of two (2) Registered Nurses as well as the Association's Labor Representative assigned to the Hospital and representatives of nursing management. The scheduled meetings of the task force shall be considered paid time. Except as otherwise required by law, such payments shall not constitute time worked for any purpose under this Agreement.

The purpose of the task force shall be to discuss the development of an RN mentoring program applicable to the needs of the Hospital and its Nurses, based on the work of the California Nurses Foundation regarding the Nurse to Nurse RN Retention Program.

The Association shall inform the Hospital of the names of the Nurse representatives within sixty (60) days following ratification. The task force shall commence its work within ninety (90) days of the ratification of the agreement and shall meet not less frequently than monthly during the first six months following ratification.

APPENDIX I

SIDE LETTER HEALTH PROGRAM TASK FORCE

The Hospital and the Association acknowledge that they share an interest in the health program provided by the Hospital for benefited Nurses. In order to ensure that the Nurses continue to be provided with a health program that meets the needs of Nurses, their families, and the Hospital, the Association and the Hospital agree to create a Health Program Task Force (“HPTF”). The purpose of the HPTF is to research and discuss potential modifications to the Health Program currently provided to benefited Nurses. The parties agree that no changes shall be made to the Health Program, except as provided by the terms of Article 14 (Health Program: Medical, Surgical, Dental, Vision, and Prescription Drug Benefits).

The HPTF shall commence its work within ninety (90) days after ratification of the agreement. The members of the HPTF shall consist of an equal number of representatives of the Hospital and the Association, with no fewer than three (3) members per side. The Nurses participating in a meeting of the HPTF shall be paid for his or her time during the meeting. There shall be no fewer than one (1) hourly meeting per month of the HPTF for at least six (6) months after the commencement of the HPTF. The Association shall determine the method of selection of its Nurse Representatives on the HPTF.

If the parties mutually agree that no changes should be made to the Health Program, the meetings of the HPTF shall be suspended prior to the conclusion of the six (6) month period set forth above.

APPENDIX J

SIDE LETTER

Meal and rest periods and safe staffing

AHS and the Association recognize the importance of providing Nurses with meal periods and breaks as required by law and the Agreement. During the course of their negotiations during 2007 and 2008, the parties discussed at length the obligations imposed by the law and the Agreement to provide appropriate meal and rest breaks to Nurses. The parties acknowledge that AHS has enhanced meal and rest break coverage to reflect an increased patient census. Nursing matrices developed by AHS, which have been reviewed by the Staffing Committee and which reflect AHS's legal obligations to staff both by ratios and acuity and to provide for meal and rest breaks as determined by law, shall be available to all Nurses in the Staffing Office. As provided for by the Agreement, in those situations in which Nurses are not provided meal periods or rest breaks in accordance with the law, AHS shall provide additional compensation to Nurses as required by applicable law.

APPENDIX K

SIDE LETTER
REGARDING IMPLEMENTATION OF WEEKENDS OFF
OPTION
UNDER SECTION 9(H)(3)

The Weekends Off option for Regular Nurses with 20 Plus Years (as provided under Section 9(H)(3)) shall commence with the schedule following January 1, 2009.

The selection by the eligible Nurse would be required within 30 days of September 24, 2008 and would be effective commencing the schedule after the start of the next quarter and would remain in effect for the balance of the calendar year. The bonus would be prorated with the effective date.

For example, a ratification date of 11/30/07, would require an election by 12/30/07. Changes in the weekend schedule would be required starting the schedule after 4/1/08. Nurses selecting the bonus would receive $\frac{3}{4}$ of the annual bonus.